SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, NOVEMBER 1, 2011
5:30 P.M.

201 E. GREEN STREET
TAYLOR COUNTY COURTHOUSE ANNEX
OLD POST OFFICE COMPLEX

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES 286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE MEETING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

1. Prayer

2. Pledge of Allegiance

3. Approval of agenda

4. Approval of Minutes of July 18, 20, 25, August 1, 16, 23, September 6, 12, 19 and 20, 2011 (copies previously provided).

COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

CONSENT ITEMS:

5. **THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, FL BOATING & IMPROVEMENT FUND, MSTU FUND, SCOP ROAD PROJECT (S RED PADGETT RD; WOODS CREEK RD) FUND, SCRAP ROAD PROJECT (PAUL POPPELL RD; E RED PADGETT RD; HARRISON BLUE RD) FUND, AND AIRPORT FUND, AS AGENDAED BY COUNTY FINANCE.**

6. THE BOARD TO CONSIDER RATIFYING THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE 2011-2012 SMALL COUNTY CONSOLIDATED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.

7. THE BOARD TO CONSIDER RATIFYING THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE 2011-2012 FIRST QUARTER EXPENDITURE REPORTS FOR THE EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE (EMPA) AND EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) BASE GRANTS, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR.

8. THE BOARD TO CONSIDER APPROVAL OF UPDATE TO FEMA/STATE PUBLIC ASSISTANCE APPLICANT'S AGENT DESIGNATION FORM, AS AGENDAED BY THE EMERGENCY MANAGEMENT DIRECTOR.

9. THE BOARD TO RECEIVE FLORIDA MODEL JAIL STANDARDS ANNUAL INSPECTION RESULTS FROM INSPECTION CONDUCTED OCTOBER 11, 2011, AS AGENDAED BY JACK BROWN, COUNTY ADMINISTRATOR.

10. THE BOARD TO CONSIDER ADOPTION OF A RESOLUTION DECLARING THE MONTH OF NOVEMBER "PANCREATIC CANCER AWARENESS MONTH" IN TAYLOR COUNTY, AS AGENDAED BY THE PANCREATIC CANCER ACTION NETWORK.

11. THE BOARD TO CONSIDER PAYMENT OF INVOICE IN THE AMOUNT OF $25,000, FOR EMERGENCY MEDICAL SERVICES (EMS) FOR THE MONTH OF OCTOBER, 2011, AS REQUESTED BY DOCTORS' MEMORIAL HOSPITAL (DMH).

PUBLIC REQUESTS:

12. THE BOARD TO DISCUSS ISSUES AND CONCERNS REGARDING PERMITTING OF A BORROW PIT IN SHADY GROVE, AS AGENDAED BY THE COUNTY ADMINISTRATOR. (AGENDAED FROM 10/18/11)

13. AULEY ROWELL TO APPEAR TO ADDRESS THE BOARD REGARDING ALLEGED ETHICS VIOLATIONS. (RE-AGENDAED FROM 10/18/11)

COUNTY STAFF ITEMS:

14. THE BOARD TO REVIEW AND APPROVE CONTRACT WITH MUSIC CONSTRUCTION, INC. FOR PERRY-FOLEY AIRPORT RUNWAY 18-36 REHABILITATION, AS AGENDAED BY THE GRANTS COORDINATOR

15. THE BOARD TO REVIEW AND APPROVE THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)JOINT PARTICIPATION AGREEMENT (JPA), AND ADOPTION OF RESOLUTION, FOR THE RUNWAY 18-36 REHABILITATION PROJECT AT PERRY-FOLEY AIRPORT, AS AGENDAED BY THE GRANTS COORDINATOR.

16. THE BOARD TO CONSIDER APPROVAL OF SATISFACTION OF SECOND MORTGAGE FOR ROBERT B. AND ALICIA H. YOUNG WHO RECEIVED FIRST TIME HOME BUYERS DOWN PAYMENT ASSISTANCE THROUGH THE SHIP PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.

17. THE BOARD TO CONSIDER APPROVAL OF SATISFACTION OF SECOND MORTGAGE FOR JOSEPH TAYLOR WHO RECEIVED FIRST TIME HOME BUYERS DOWN PAYMENT ASSISTANCE THROUGH THE SHIP PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.

18. THE BOARD TO CONSIDER APPROVAL OF SATISFACTION OF SECOND MORTGAGE FOR JOHN C. PADGETT AND HAZEL PADGETT WHO RECEIVED FIRST TIME HOME BUYERS DOWN PAYMENT ASSISTANCE THROUGH THE SHIP PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.

19. THE BOARD TO CONSIDER APPROVAL OF SATISFACTION OF SECOND MORTGAGE FOR ROBERT C. WILLETTS, II AND DANIELLE WILLETTS WHO RECEIVED FIRST TIME HOME BUYERS DOWN PAYMENT ASSISTANCE THROUGH THE SHIP PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.

20. THE BOARD TO CONSIDER APPROVAL OF SATISFACTION OF SECOND MORTGAGE FOR MATTHEW BROWN AND KRISTINA HOLMES WHO RECEIVED FIRST TIME HOME BUYERS DOWN PAYMENT ASSISTANCE THROUGH THE SHIP PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.

21. THE BOARD TO REVIEW SPECIFICATIONS AND APPROVE ADVERTISING FOR THE CONSTRUCTION OF SEA MEADOWS DRIVE UNDER THE SECONDARY ROADS IMPROVEMENT PLAN, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

22. THE BOARD TO CONSIDER APPROVAL/EXECUTION OF LICENSE AND HOLD HARMLESS AGREEMENTS FOR POLLING PLACES, AS AGENDAED BY DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS.

GENERAL BUSINESS:

23. RICK BREER, TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA), TO APPEAR TO REQUEST AUTHORIZATION OF PAYMENT OF $51,750 FROM ECONOMIC DEVELOPMENT FUNDS FOR BUCKEYE ENERGY INDEPENDENCE PROJECT. (RE-AGENDA FROM 10/18/11)

24. RICK BREER, TCDA, TO APPEAR TO REQUEST AUTHORIZATION OF PAYMENT OF $30,000 FROM ECONOMIC DEVELOPMENT FUNDS FOR INCREASING SKILL AND EXPERIENCE LEVEL OF TCDA DIRECTOR.

25. HOWARD HART, CHAIRMAN, BIG BEND WATER AUTHORITY (BBWA), TO APPEAR TO PRESENT MOST CURRENT ANNUAL AND MONTHLY BUSINESS PERFORMANCE AUDITS. (AGENDAED FROM 10/18/11)

26. THE BOARD TO CONSIDER FILLING THE FAMILY AND CONSUMER SCIENCE POSITION, VACATED DUE TO THE RECENT RETIREMENT OF DEBBIE HUMPHRIES, AS REQUESTED BY ERIC SIMONNE, NORTHEAST DISTRICT EXTENSION DIRECTOR. (RE-AGENDA FROM 10/18/11)

27. THE BOARD TO CONSIDER APPOINTING THE COUNTY ADMINISTRATOR AS THE PRIMARY, AND THE HUMAN RESOURCES DIRECTOR, LATRINA HARVEY, AS THE ALTERNATE COUNTY REPRESENTATIVE TO THE PUBLIC RISK MANAGEMENT GROUP HEALTH BOARD OF DIRECTORS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

28. COMMISSIONER PAGE TO DISCUSS REQUEST TO ADD HERB HENDRY ROAD AND PISGAH CHURCH ROAD TO THE DISTRICT 1 ROAD PAVING LIST.

COUNTY ADMINISTRATOR ITEMS:

29. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

ADDITIONAL COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

BOARD INFORMATIONAL ITEMS:

Examination and approval of invoices

Motion to adjourn

FOR YOUR INFORMATION:

THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE:

www.taylorcountygov.com

IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT DUSTIN HINKEL, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.

R E S O L U T I O N

5

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2012, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2012.

Amount	**Account**	**Account Name**
$12,445	001-3899010	General Fund-Cash Brought Forward
$9,445	0281-56400	State Mosquito Control-Capital Outlay-Equipment
$3,000	0281-59900	Reserve for Contingency

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 1st day of November, 2011 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2012 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(Represents "State Mosquito Control" FYE'11 funds in excess of 2012 budget)

ENVIRONMENTAL SERVICES DEPARTMENT

(SOLID WASTE, RECYCLING, MOSQUITO CONTROL)

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
3750 HWY 98 WEST
PERRY, FL 32347

JOHN J. SINGER, DIRECTOR (850) 838-3533
FAX (850) 838-3538

TO: Tammy Taylor, Finance Director

FROM: Prepared by John J. Singer, Environmental Services Director (Ret.)

SUBJECT: Final Fiscal Year Mosquito Control Budget – State Funds

DATE: October 25, 2011

Attached please find a copy of the revised FY '11 budget (as required by the State) for cost center 0281 Mosquito Control – State Funds. This document reflects a difference of $12,444.12 from the Board approved budget (which contained a limited estimate of any carry-forward).

Some calculations are contained herein and supporting documentation is attached:

Ending Balance 9/30/10	$21,428.84
FY 2010/11 Receipts	$35,036.00
FY 2010/11 Expenditures	($32,494.72)
Ending Balance 9/30/2011	$23,970.12 ✓ original Draft 10/26/11

Therefore, I am requesting that the FY 12 State MC Budget be amended to show the carry forward funds. As the previously approved Certified Budget by the Board did not show carry-forward other than what was projected to balance the budget, the additional carry-forward should be shown in line items for Capital Outlay – Equipment ($9,444.12) and Contingency ($3,000).

Please call if you questions or comments. Thank you.

JJS/js

Attachments

0281-56400 +9,445 Capital
0281-59900 +3,000 Contingency
Budget Increase +12,445
001-3899010 +12,445 HF/Cash CF

10/26/11

CHARLES H. BRONSON

STATE OF FLORIDA
Department of Agriculture and Consumer Services
Division of Agricultural Environmental Service
(850) 922-7011/SunCom 292-7011. Fax (850) 413-7044

Bureau of Entomology and Pest Control
1203 Governors Square Boulevard
Suite 300
Tallahassee, Florida 32301

Section 388.341 F.S., Rule 5E-13.027, F.A.C.

MOSQUITO CONTROL MONTHLY REPORT

MONTH SEPTEMBER

0 County Mosquito Control District

FISCAL YEAR OCTOBER 1, 2010 - SEPTEMBER 30, 2011

STATE FUNDS RECEIPTS AND BALANCES

Acct #	Description	Budgeted Receipts	Monthly Receipts	Receipts Year-To-Date	Balance to Be Collected
311	Ad Valorem (Current/Delinquent)	$ -	$ -	$ -	$ -
334.1	State Grant	$ 37,000.00	$ 7,380.98	$ 35,036.00	$ 1,964.00
362	Equipment Rentals	$ -	$ -	$ -	$ -
337	Grants and Donations	$ -	$ -	$ -	$ -
361	Interest Earnings	$ -	$ -	$ -	$ -
364	Equipment and/or Other Sales	$ -	$ -	$ -	$ -
369	Misc/Refunds (prior yr expenditures)	$ -	$ -	$ -	$ -
380	Other Sources	$ -	$ -	$ -	$ -
389	Loans	$ -	$ -	$ -	$ -
TOTAL RECEIPTS		$ 37,000.00	$ 7,380.98	$ 35,036.00	$ 1,964.00
Beginning Fund Balance		$ 28,513.84	$ -	$ 21,428.84	$ 7,085.00
Total Receipts & Balance		$ 65,513.84	$ 7,380.98	$ 56,464.84	$ 9,049.00

STATE FUNDS RECEIPTS AND BALANCES

Acct #	Uniform Accounting System Transaction Code	Budgeted Expenditures	Monthly Expenditures	Expenditures Year-to-Date	Unexpended (Over Expended)
10	Personal Services	$ 29,408.00	$ 989.48	$ 20,551.40	$ 8,856.60
20	Per Serv Benefits	$ 13,277.00	$ 369.55	$ 10,674.82	$ 2,602.18
30	Operating Expense	$ -	$ -	$ -	$ -
40	Travel & Per Diem	$ 1,000.00	$ -	$ 973.50	$ 26.50
41	Communication Serv	$ -	$ -	$ -	$ -
42	Freight Services	$ -	$ -	$ -	$ -
43	Utility Service	$ -	$ -	$ -	$ -
44	Rentals & Leases	$ -	$ -	$ -	$ -
45	Insurance	$ -	$ -	$ -	$ -
46	Repairs & Maint	$ -	$ -	$ -	$ -
47	Printing and Binding	$ -	$ -	$ -	$ -
48	Promotional Activities	$ -	$ -	$ -	$ -
49	Other Charges	$ -	$ -	$ -	$ -
51	Office Supplies	$ -	$ -	$ -	$ -
52.1	Gasoline/Oil/Lube	$ -	$ -	$ -	$ -
52.2	Chemicals	$ -	$ -	$ -	$ -
52.3	Protective Clothing	$ -	$ -	$ -	$ -
52.4	Misc. Supplies	$ -	$ -	$ -	$ -
52.5	Tools & Implements	$ -	$ -	$ -	$ -
54	Publications & Dues	$ -	$ -	$ -	$ -
55	Training	$ 400.00	$ -	$ 295.00	$ 105.00
60	Capital Outlay	$ 8,522.00	$ -	$ -	$ 8,522.00
71	Principal	$ -	$ -	$ -	$ -
72	Interest	$ -	$ -	$ -	$ -
81	Aids to Government Agencies	$ -	$ -	$ -	$ -
83	Other Grants and Aids	$ -	$ -	$ -	$ -
89	Contingency (Current Year)	$ 6,000.00	$ -	$ -	$ 6,000.00
99	Payment of Prior Year Accounts	$ -	$ -	$ -	$ -
	TOTAL EXPENDITURES	$ 58,607.00	$ 1,359.03	$ 32,494.72	$ 26,112.28
0.001	Reserves - Future Capital Outlay	$ -			$ -
0.002	Reserves - Self-Insurance	$ -			$ -
0.003	Reserves -Cash Bal to be Carried Forwd	$ -			$ -
0.004	Reserves - Sick and Annual Leave	$ -			$ -
	TOTAL RESERVES	$ -	$ -	$ -	$ -
	TOTAL BUDGETARY EXPENDITURES & BAL	$ 58,607.00	$ 1,359.03	$ 32,494.72	$ 26,112.28
	TOTAL FUTURE ENDING FUND BALANCE	$ 6,906.84	$ 6,021.95	$ 23,970.12	$ (17,063.28)

The monthly report of receipts, expenditures, and balances is true and correct.

SIGNATURE: _____

DACS Form 13650, 6/03

STATE MOSQUITO CONTROL FUNDS (#0281)

BEGINNING BALANCE 10/1/10	$21,428.84
FY 2010/11 RECEIPTS	$35,036.00
FY 2010/11 EXPENDITURES	($32,494.72)
ENDING BALANCE 9/30/2011 (Actual Carry forward to 2012)	**$23,970.12** (*)

Increase +2,541.28

Budgeted Carry-forward 2012 FY $11,526

Different/Excess CF + 12,445 ⇒ Amend/Increase 2012 Budget

(*) This amount is reserved on the balance sheet (001-2470021). Remaining funds are carried forward to the following years' budget.

10-26-11

Prepared By: Tammy Taylor, County Finance Director (10/2611)

DETAIL BUDGET REQUEST
2011/20121 FISCAL YEAR

DEPARTMENT: MOSQUITO CONTROL (STATE)
DEPARTMENT #: 0281

PREPARED BY: _____
(department head signature & date)

Expenditure Acccount #	Account Description	Amount
51200	**REGULAR SALARIES & WAGES** Please see attached spreadsheet	$ 19,296
51400	**OVERTIME** Use of full-time employees from other divisions	$ 1,000
52110	**FICA/MECIDARE** Gross Wages x 7.65%	$ 1,554
52200	**RETIREMENT CONTRIBUTIONS** Gross Wages x Rate (inc. OT for F/T Emp.)	$ 801
52300	**HEALTH INSURANCE**	$ 4,652
52320	**LIFE INSURANCE**	$ 36
52400	**WORKERS COMPENSATION INSURANCE** Gross Wages x Rate	$ 1,183
54000	**TRAVEL & PER DIEM** Director's travel to FMCA, Dodd and Tallahassee	$ 1,000
55401	**BOOKS/PUBL/MEMB/TRAIN** Director's training FMCA, Dodd Short School	$ 400

TOTAL BUDGET $ 29,922 ✓ok
Difference $14,163 or 32.0%

10-11 Carry-forward (projected) $11,526 CF — Budgeted CF
2012 State Funding (001-337610) ✓ $18,396

RECEIVED
JUN 15 2011
ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2012, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2012.

Amount	**Account**	**Account Name**
$140,000	001-3899010	General Fund- Cash Brought Forward from Prior Year
$140,000	0438-56300	Keaton Beach Coastal Park Capital/Infrastructure

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 1st day of November 2011, at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2012 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(Paving funds previously transferred in 2011 FY for Keaton Beach Coastal Park paving of parking lot—funds remained unspent FYE 2011)

SUNGARD PENTAMATION, INC.
DATE: 10/25/2011
TIME: 15:40:48

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='0438'
ACCOUNTING PERIOD: 1/12

2012 Budget @ 10/1/11

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-570 CULTURE/RECREATION
ACTIVITY-572 PARKS & RECREATION
TOTL/DEPT-0438 KEATON BCH COASTAL PARK

Amend 11/1/11 @ 10/1 Budget Should Be:

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	.00	.00	.00	.00	.00	.00
53401	CONTRACTUAL SERVICES	.00	.00	.00	.00	.00	.00
54610	R&M BUILDINGS & GROUNDS	.00	.00	.00	.00	.00	.00
54615	LANDSCAPE/MAINTENANCE	1,000.00	.00	.00	.00	1,000.00	.00
54902	LEGAL ADVERTISING	220.00	.00	.00	.00	220.00	.00
54907	LICENSE/PERMIT/REGISTRAT	.00	.00	.00	.00	.00	.00
56100	LAND	.00	.00	.00	.00	.00	.00
56300	CAPITAL/INFRASTRUCTURE +140,000	18,630.00	.00	.00	.00	18,630.00	.00
	TOTAL KEATON BCH COASTAL PARK	19,850.00	.00	.00	.00	19,850.00	.00
	TOTAL GENERAL FUND +	19,850.00	.00	.00	.00	19,850.00	.00
TOTAL REPORT		19,850.00	.00	.00	.00	19,850.00	.00

This is needed for 2012 funding for Picnic pavilion (4 pic pavilion + Kiosk)

* +140,000 for paving of parking lot

10/26-11

Should include 140,000 Secondary Road Paving Funds that were transferred to this Project in 2011 FY, and remained unspent at FYE 2011

Tammy Taylor

From: Kenneth Dudley <county.engineer@taylorcountygov.com>
Sent: Friday, October 14, 2011 12:03 PM
To: Tammy Taylor
Subject: FY 2012 Account Reconciliation

0316 - Old Dixie HWY - Complete
0317 - Puckett Rd – Complete (awaiting FDOT reimbursement)
0314 - Pisgah Rd – Complete (awaiting FDOT reimbursement)
0318 - Foley Rd – Complete (awaiting FDOT reimbursement)
0322 - Roberts Aman Rd – Complete (awaiting FDOT reimbursement)

0326 - Paul Poppell Rd
53101 - Professional Services - $60,000.00
53401 - Contractual Services - $ all remaining monies
54902 - Legal Advertising - $500.00

0324 - East Red Padgett Rd
53101 - Professional Services - $40,000.00
53401 - Contractual Services - $ all remaining monies
54902 - Legal Advertising - $500.00

0323 – South Red Padgett
53101 - Professional Services - $80,000.00
53401 - Contractual Services - $ all remaining monies
54902 - Legal Advertising - $500.00

0438 – Keaton Beach Coastal Park – County funded (Not a grant)
53401 - Contractual Services - $ all remaining monies

0439 – Keaton Beach Coastal Park Grant Phase II
53401 - Contractual Services - $100,000.00

2012 Carry-forward $140,000 previously allocated for paving of parking lot DE 10-25-11

Kenneth Dudley, P.E.

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

From: Tammy Taylor [mailto:ttaylor@taylorclerk.com]
Sent: Friday, October 14, 2011 8:47 AM
To: Kenneth Dudley
Cc: Dustin Hinkel
Subject: RE: Woods Creek/Harrison Blu

I will start preparing resolutions for Overall Amendments to the 2012 budget for the 1st meeting in November. There are MANY, so please let me know which ones need priority, as I won't be able to complete all at that time. I need each

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2012, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2012.

Amount	**Account**	**Account Name**
Revenue:		
$25,000	001-3312014	Homeland Security Grant
Expenditures:		
$25,000	0249-53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 1st day of November, 2011 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2012 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(CF Homeland Security Grant from FYE 2011)

SELECTION CRITERIA: expledgr.key_orgn='0249'
ACCOUNTING PERIOD: 1/12

2012 Budget

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-520 PUBLIC SAFETY
ACTIVITY-525 EMERG. DISASTER RELIEF
TOTL/DEPT-0249 HOMELAND SEC GRANT

Amended Budget 10/1/11 — Amended Budget 3/8/12

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	+25,000 33,300.00 + 58,300	.00	24,250.00	.00	9,050.00	72.82
	TOTAL HOMELAND SEC GRANT	33,300.00	.00	24,250.00	.00	9,050.00	72.82
	TOTAL GENERAL FUND	33,300.00	.00	24,250.00	.00	9,050.00	72.82
TOTAL REPORT		33,300.00	.00	24,250.00	.00	9,050.00	72.82

SELECTION CRITERIA: expledgr.key_orgn='0249'
ACCOUNTING PERIOD: 13/11

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-520 PUBLIC SAFETY
ACTIVITY-525 EMERG. DISASTER RELIEF
TOTL/DEPT-0249 HOMELAND SEC GRANT

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	58,300.00	.00	56,550.00	.00	1,750.00	97.00
	TOTAL HOMELAND SEC GRANT	58,300.00	.00	56,550.00	.00	1,750.00	97.00
	TOTAL GENERAL FUND	58,300.00	.00	56,550.00	.00	1,750.00	97.00
TOTAL REPORT		58,300.00	.00	56,550.00	.00	1,750.00	97.00

To void Doc p-2[illegible]

#1 58,300
Balance Grant @ FY2011

Budgeted 2012 FY
#33,300

Excess/amend 2012 Budget
+25,000

Tammy Taylor

From: Dustin Hinkel <dustin.hinkel@taylorcountygov.com>
Sent: Tuesday, September 20, 2011 4:05 PM
To: Tammy Taylor
Cc: Jack Brown
Subject: Request for FY2011/2012 Budget Amendment for 0249 - DHS Grant
Attachments: 0249_10DS422_FY11-12_Budget.pdf; 0249_FY11-12_DBR_Amend_092011.pdf

Hi Tammy,

I would like to request an amendment to the FY2011/2012 0249 Homeland Security Grant. As you can see on the attached approved budget request we requested a decrease of $25,000.00 from FY10/11 to FY11/12. This was proposed in the anticipation that the exercise that we had budgeted the funds for would have been completed in FY10/11, but due to scheduling conflicts of participants we had to schedule the exercise for October 11. Thus, we will need to carry forward the $25,000.00 ($24,250 for contractual services and $750 for overtime) into FY11/12. The total amount of this grant is $58,300 ($33,300.00 of which we had already requested to be budgeted for FY11/12). I have attached an updated Detail Budget Request for 0249. Please let me know if there is anything else that you need.

Thank you!

Dustin Hinkel

Assistant County Administrator
Emergency Management Director
Taylor County Board of County Commissioners

Office
201 E Green Street
Perry, FL 32347
850-838-3500 ext 7 Office
850-838-3501 Fax
850-672-0830 Cell

EOC
591 East US Highway 27
Perry, Florida 32347
850-838-3575 Phone
850-838-3523 Fax

dustin.hinkel@taylorcountygov.com
http://www.taylorcountygov.com

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2012, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2012.

Amount	**Account**	**Account Name**
$112,083	001-3343907	**Artificial Reef Grant**
$112,083	0476-53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 1st day of November 2011, at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2011 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

($60,000 grant request budgeted for 2012FY – Increased to $172,083)

SELECTION CRITERIA: orgn.fund='001' and revledgr.account='3343907'
ACCOUNTING PERIOD: 1/12

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-001 FUND GROUP - 001
ACTIVITY- TITLE NOT FOUND
TOTL/DEPT- TITLE NOT FOUND

11/1/11 Amendment +/- Amended Budget 5/18

ACCOUNT - - - - - TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE REVENUE	AVAILABLE BALANCE	YTD/ BUD
3343907 ARTIFICIAL REEF GRANT +112,083	57,000.00	169,083 .00	.00	.00	57,000.00	.00
TOTAL TITLE NOT FOUND	57,000.00	.00	.00	.00	57,000.00	.00
TOTAL GENERAL FUND	57,000.00	.00	.00	.00	57,000.00	.00
TOTAL REPORT	57,000.00	.00	.00	.00	57,000.00	.00

10-24-11

SUNGARD PENTAMATION, INC.
DATE: 10/24/2011
TIME: 16:26:52

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: expledgr.key_orgn='0476'
ACCOUNTING PERIOD: 1/12

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-570 CULTURE/RECREATION
ACTIVITY-579 OTHER CULTURE/RECREATION
TOTL/DEPT-0476 ARTIFICIAL REEF PROJ/SFMA

Amended 10/1
Amended Budget 5/6

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES +112,083	60,000.00	172083.00	.00	.00	60,000.00	.00
	TOTAL ARTIFICIAL REEF PROJ/SF	60,000.00	.00	.00	.00	60,000.00	.00
	TOTAL GENERAL FUND	60,000.00	.00	.00	.00	60,000.00	.00
TOTAL REPORT		60,000.00	.00	.00	.00	60,000.00	.00

10-24-11

Tammy Taylor

From: Melody Cox [melody.cox@taylorcountygov.com]
Sent: Wednesday, August 24, 2011 3:03 PM
To: Tammy Taylor; LaWanda Pemberton
Cc: Vose,Fred
Subject: Amended Budget
Attachments: Detail Budget FBIP Artificial Reef Steinhat 08 23 11.doc

Tammy, attached please find an amended budget detail for the new FBIP Artifical Reef Grant project. I will bring you support documentation for the amended budget request tomorrow morning. We will not need this budget until FY 2011-2012 (Oct. 1). No expenditures will be made in the current fiscal year.

Please let me know if you have any questions or need any additional informaiton.

Thanks!
Melody .

2012 annual amendment

DETAIL BUDGET REQUEST
2011-2012 FISCAL YEAR

DEPARTMENT: FBIP Artificial Reef Construction Grant –Steinhatchee Fisheries Management Enhancement
AMENDED SEPTEMBER 23, 2011

Dept #0476

Expenditure Account #	Account Description	Amount
53401	Contractual Services	$172,083

Deployment of pre-fabricated concrete cubes at the Steinhatchee Fisheries Management Reef

Amended to $112,083

Total Budget Request $172,083

PLEASE NOTE THE GRANT WILL BE IN THE AMOUNT OF $169,083 WITH A MATCH OF $3,000 FOR A TOTAL PROJECT COST OF $172,083

(received from M. Cox) gg

Anita Kerr
850-334-3907
$112,083

Melody Cox

From: Vose,Fred [fvose@ufl.edu]
Sent: Wednesday, July 27, 2011 5:31 PM
To: Melody Cox
Cc: Jack Brown; Olson,Clay B; LaWanda Pemberton; Lonnie Houck Jr.
Subject: FW: Letter of Conceptual Approval for Steinhatchee Reef Construction 2011-2012
Importance: High
Attachments: Taylor County 2011-2012 Reef Project Approval Ltr 072711.pdf

Hi Melody:

This just came in, with a hardcopy in the mail with original signature to follow. I have not heard any feedback from Dr. Lindberg (UF) from the email today, but we have had two telephone conversations about the strategy to make this conceptual plan happen logistically. I'll get with you about the budget modification we discussed asap, now that we have the notification in writing to support the requested change. The County match remains the same even though the award amount is increasing from $57,000 to $168, 083 (total budget of $172,083). Instead of building the proposed 12 patches of four cube reefs in the public fishing zone, we would be funded for 42 patches (48 vs. 168 1 ton modules). As an added benefit the remaining 48 "conservation reefs" planned for the larger reef area would be completed, hopefully benefitting the local gag grouper population by not being targeted for fish harvest.

Fred

From: Dodrill, Jon [mailto:jon.dodrill@MyFWC.com]
Sent: Wednesday, July 27, 2011 4:51 PM
To: Vose,Fred; Lindberg,William J
Cc: Horn, Bill; Mille, Keith
Subject: Letter of Conceptual Approval for Steinhatchee Reef Construction 2011-2012
Importance: High

Hello Fred and Bill. Fred attached is a conceptual letter of approval for the Steinhatchee Reef Project as we had earlier discussed- involving Taylor County as project management lead but partnering with University of Florida to also attempt to finish up their SFMA phase 2 construction while also constructing some public reefs. Due to funding cuts we couldn't independently fund both projects, but I believe this partnering approach will work to accomplish dual objectives of research and public recreation. Please let me know if you have any questions. I am sending you an original signature copy of the letter in the mail.

I will be out of office until August 8th. Bill Horn or Keith Mille are available if you have any immediate pressing questions. Regards, Jon Dodrill 850.487.0580

July 27, 2011

Frederic E. Vose, Ph.D

203 Forest Park Drive

Perry, Florida, 32348

RE: Notice of Conceptual Approval for Artificial Reef Funding during Fiscal Year 2011-2012

Dear Dr. Vose:

This letter constitutes conceptual funding approval of a $172,083 artificial reef project proposal as described in Attachment 1 as Task A, activity #7 in a 2011-2012 U.S. Fish and Wildlife Service Federal Aid in Sport Fish Restoration grant (F42-26) our FWC Division of Marine Fisheries Management submitted in mid July 2011. This proposal is a modification and expansion of your initial grant application and is based upon our prior discussion. Although the state legislature approved an appropriation giving us authority to spend federal funds for 2011-2012 FY, we sustained an $89,000 cut in our proposed funding request to the U.S. Fish and Wildlife Service as part of this year's federal artificial reef grant request. Florida FWC is anticipating reduced Federal Aid in Sport Fish Restoration funding this year so we were unable to utilize all of our appropriation. As a result we can't fund both your initial project request ($60,000) and the University's Request ($154,936) for artificial reef construction assistance.

To achieve potential economy of scale and possible reduced cost per patch reef, we propose a single joint Taylor County-University of Florida partnership with Taylor County as lead and you providing the contract management. To accomplish this we have increased your $60,000 grant request to a reimbursable $169,083 with an additional required $3,000 cash match from Taylor County. This total grant amount of $172,083 would be intended to be used to complete the Steinhatchee Fisheries Management Area artificial reef dual project objectives of Taylor County and the University of Florida as stated in activity #7, Attachment 1. Our expectations would be that the University, who had pledged $23,116 in cash to support its project would make this funding available to assist the combined partnership project with Taylor County.

The grant cycle, once grant approval is obtained, would commence on or around September 1, 2011. Reef construction would have to be concluded no later than August 31, 2012.

Once you receive approval from your County Commissioners that the proposed revised scope of the project is acceptable I can begin drafting a formal contract agreement. Please don't hesitate to call me at 850-487-0580 x 209 if you have any questions.

I look forward to working with you on this project.

Sincerely,

Jon W. Dodrill, Environmental Administrator.

JWD/

Attachment A

Kathy Barco
Chairwoman
Jacksonville

Kenneth W. Wright
Vice Chairman
Winter Park

Rodney Barreto
Miami

Ronald M. Bergeron
Fort Lauderdale

Richard A. Corbett
Tampa

Dwight Stephenson
Delray Beach

Brian S. Yablonski
Tallahassee

Nick Wiley
Executive Director

Greg Holder
Assistant Executive Director

Karen Ventimiglia
Deputy Chief of Staff

Mark Robson
Director

(850) 487 0554
(850) 487 4847 FAX

Managing fish and wildlife resources for their long term well being and the benefit of people.

620 South Meridian Street
Tallahassee, Florida
32399 1600
Voice (850) 488 4676

Hearing/speech impaired
(800) 955 8771 (T)
(800) 955 8770 (V)

MyFWC.com

ATTACHMENT A

7. Taylor County (Florida Big Bend) Steinhatchee Fisheries Management Area public reef and sanctuary reef artificial reef construction project

Taylor County proposes to work in partnership with the University of Florida to construct a series of prefabricated concrete patch reefs within the permitted boundaries of the University's Steinhatchee Fisheries Management Area (SFMA) permitted to the University of Florida under U.S. Army Corps of Engineers Permit SAJ-2002-4178 (IP-SWA). The permit is active through December 23, 2013. The shoreward edge of the large triangular permitted area is located approximately 15 nautical miles west of the mouth of the Steinhatchee River in federal waters. The SFMA has a depth range of 25-50 feet. The site location in which the four-cube concrete patch reefs will be deployed is within a 100 square nautical mile triangular area in the Northeastern Gulf of Mexico Gulf of Mexico near Steinhatchee, FL within an area whose boundary corners are delineated by:

29° 41.3' N, 83° 45.5' W
29° 24.5' N, 83° 32.8' W
29° 27.4' N, 83° 48.5' W

The individual patch reefs will consist of standard designed concrete cubes (90 cm on a side) with a 60 cm hole through the center of each cube (Figure 3). The one ton cubes will be deployed in a standardized patch reef array of four cubes with each cube separated from its immediate neighbor in the array by a space of 8-15 inches and with the holes of the cubes horizontally aligned with the cube adjacent to it. The cubes, secured four at a time to a quick release frame, will be lowered in a controlled manner by a crane at pre-determined locations within the SFMA. A minimum of 90 four cube units will be deployed. Forty-eight four cube patch reefs will be deployed as unpublished sanctuary reefs for habitat enhancement and fisheries management/research objectives to complete the Steinhatchee Fisheries Management Area Phase II construction project that was initiated by the University of Florida in partnership with FWC. This project began during F42-25 with the deployment of 452 four-cube patch reefs placed at pre-determined randomized locations at least 250 meters from their nearest patch reef neighbors. An additional 48 four-cube sanctuary reefs proposed for this activity will complete the Phase II project goal of 500 four-cube patch reef placements. This regional reef system is intended to serve as shelter/habitat to increase the growth and survivorship of juvenile gag grouper (*Mycteroperca microlepis*) once they move seaward from their nursery area grass beds located shoreward of the SMFA. Follow up assessment and monitoring is planned by the University of Florida utilizing other funding sources. The remaining patch reefs (42 minimum) anticipated to be available for this activity will be placed to augment fishing opportunities in a designated public fishing area that was started in 2007 in the northern corner of the SFMA permit site with the initial placement of two 16 cube unit public reefs. The smaller four cube reefs will be placed as outlier satellite reefs in the general vicinity of the existing 16 cube reefs as well as at additional locations within the designated public reef area of the SFMA.

The F42-26 activity #7 federal share is $57,000, and there is a state cash match of $112,083 and a third party cash match from Taylor County of $3,000, for a total activity cost of $172,083.

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2012, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2012.

Amount	**Account**	**Account Name**
Revenue:		
$1,869	001-3352910	EMS 100% Grant (Advance)
$3,311	001-3899010	Gen.Fd.- Cash Brought Forward
Expenditures:		EMS 100% (Advance) Grant-
$5,180	0275-56400	Capital Outlay - Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 1st day of November, 2011 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2012 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(Represents the balance of grant funds received in 2011 FY, and additional grant funds for 2012 FY)

Taylor County Administrative Complex
201 East Green Street, Perry, Florida 32347

Melody Cox **850-838-3553**
Administrative Services **850-838-3563 Fax**
grants.coordinator@taylorcountygov.com

Dept #275

MEMORANDUM

DATE: October 8, 2011

TO: Tammy

FROM: Melody

Re: EMS Budget Acct. #275

Tammy, the funds which remained in the above referenced budget as of September 30, 2011 was $3,388.10. We have been awarded additional funding from the Florida Department of Health Small County EMS Grant Program in the amount of $1,869.00. The new funds should be combined with the remaining funds for a total available budget of $5,179.10. Please amend the budget for Account #275 to reflect this amount. I have attached support documentation for this request as well as a budget detail sheet.

Please let me know if you need any additional information. Thank you.

Melody

(001-3899910)

3,311.00 General Fd - Cash Brought Forward (funds remaining FYE 9/30/11)

1,869.00 EMS 1002 Grant (001-3352910) (additional grant funds 2012 FY)

5180.00 Amend 2012 Revised Budget

10-24-11

0275-56400 (Capital)
5,180

DETAIL BUDGET REQUEST

October 10, 2011

DEPARTMENT: 0275 EMS 100% Grant (Advance)

Amended 8/10/24/11 +5180

Expenditure Account #	Account Description	Amount
56400	Capital Outlay -Equipment	$5,179.10

To purchase equipment utility type vehicle for EMS to use at outdoor recreational events

TOTAL BUDGET $5,179.10

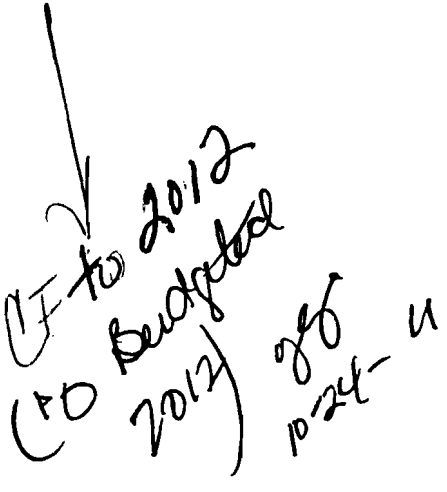
TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='0275'
ACCOUNTING PERIOD: 13/11

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-520 PUBLIC SAFETY
ACTIVITY-526 AMBULANCE & RESCUE SERVCS
TOTL/DEPT-0275 EMS/DEPT HEALTH GRANT

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
55103	EQUIPMENT < $1,000	10,225.00	.00	.00	6,914.90	3,310.10	67.63
	TOTAL EMS/DEPT HEALTH GRANT	10,225.00	.00	.00	6,914.90	3,310.10	67.63
	TOTAL GENERAL FUND	10,225.00	.00	.00	6,914.90	[illegible]	67.63
TOTAL REPORT		10,225.00	.00	.00	6,914.90	3,310.10	67.63



Melody Cox

From: Alan_VanLewen@doh.state.fl.us
Sent: Friday, October 07, 2011 3:08 PM
To: Melody Cox
Subject: Received All
Attachments: Taylor Change #1.pdf

Received: (1) the budget and distribution form for Taylor County's second and final payment, (2) the report, and the (3) change request.

Regarding the change request We have reviewed and approved your change request. Accordingly, as state grant manager for this project I have signed approval for and attached change request #1 for Taylor County's state EMS county grant, ID Code C0062. The approval of the attachment to this e-mail is authenticated based on section 668.50 Uniform Electronic Transaction Act, *Florida Statutes*, subsections (5) and (6) and elsewhere in that act, your mailed change request with the Taylor County signature on it, and my attachment to this e-mail with my signature added to yours. This attached and fully approved change request is effective as of the date of this e-mail, and we have changed our records to reflect this accordingly.

Thank you very much for your outstanding services on this grant.

Alan Van Lewen

Health Services and Facilities Consultant
DOH Bureau of EMS
4052 Bald Cypress Way, Mail Bin C18
Tallahassee, FL 32399-1738

Telephone: (850) 245-4440 Ext. 2734
Fax: (850) 245-4378 or (850) 488-2512
E-Mail: Alan_VanLewen@doh.state.fl.us
Website: http://www.fl-ems.com/Grants/Grants.html

DOH Mission: To protect and promote the health of all residents and visitors in the state through organized state and community efforts, including cooperative agreements with counties.

Are We Meeting Your Expectations? Please click on the link below to provide your feedback in an anonymous one-minute survey. http://survey.doh.state.fl.us/survey/entry.jsp?id=1231274711282

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request if one should be submitted that pertains, do not send electronic mail to this entity. Instead, contact this office by phone or in writing (section 668.6076, Florida Statutes).

Next Matching Grant Opportunity. We expect: to accept applications for rural and general matching grants January through April, 2012; review/evaluate applications May/June; and announce decisions/awards by August, 2012.

Next County Grant Opportunity. This will be a one payment process to county governments based on 12 months of traffic fine surcharge collections, July 1, 2011 through June 30, 2012. The grant payments will begin with a July, 2012, notification to the counties of the specific amounts for which they can apply.

Department of Health
EMS GRANT PROGRAM CHANGE REQUEST

Name of Grantee: Taylor County Board of Commissioners **Grant ID Code:** C0062

BUDGET LINE ITEM	CHANGE FROM	CHANGE TO
EMS Body Armor Sets and Trauma Medical Bags	$3,308.10	
Utility Vehicle		$3,308.10
TOTAL	$ 3,308.10	$ 3,308.10

Justification For Change:

EMS often has a difficult time reaching victims of injury and illness at local outdoor events or festivals. There are several mud bogging events a year in the County and EMS has a difficult time reaching those requiring medical attention. A utility type vehicle will allow for a more rapid response time at outdoor events. A vehicle which can handle various types of terrain will be selected. **Please note on the Expenditure Report costs were higher than anticipated in the grant application for the Portable Suction Units, Bone Drills, and Carbon Fiber Scoop Stretchers.

Signature of Authorized Official

10/3/11
Date

For department use only

Approved Yes ☑ No ☐ Change No: 1

Alan Van Lowen
Department's Authorized Representative

Oct. 7, 2011
Date

DH 1684C, December 2008 64J-1.015, F.A.C.

FLORIDA DEPARTMENT OF HEALTH

Rick Scott
Governor

H. Frank Farmer, Jr., MD, PhD, FACP
State Surgeon General

July 21, 2011

Mr. Lonnie Houck, Chairman
Taylor County Board of
County Commissioners
201 East Green Street
Perry, Florida 32347

Dear Mr. Houck:

Our March 15 letter awarded state EMS county grant C0062 its initial funds, and stated you would be notified in July 2011, of the amount of the second and final payment for this grant. The amount is $1,869.00 which is 45 percent of the funds your county deposited between January 1, 2011 and June 30, 2011 into the state EMS Trust Fund under section 401.113(1), *Florida Statutes*. The deadline to apply is October 12, 2011, 5:00 PM, Eastern Daylight Saving Time.

We are authorized to provide this grant to your county by section 401.113(2) (a), *Florida Statutes* upon receiving the following state county grant forms: (1) a budget which totals exactly $1,869.00, and (2) a Request for Grant Fund Distribution form with the top part completed.

All budget items must improve and expand EMS because replacement and continuation are not allowable for any county, rural or urban, per section 401.113 (1), *Florida Statutes*.

Complete and send the original plus one copy of the requested budget and signed Request for Grant Distribution form to: DOH EMS County Grants, Attn: Alan Van Lewen, 4052 Bald Cypress Way Mail Bin C18, Tallahassee, FL 32399-1738.

Thank you very much for your cooperation and support to improve and expand quality EMS in Florida. Please contact me if you have any questions: (850) 245-4440, extension *2734.

Sincerely,

Alan Van Lewen

Alan Van Lewen
Health Services and Facilities Consultant

cc: Ms. Melody Cox, Grants Director

RECEIVED
JUL 28 2011
By

EMS COUNTY GRANT APPLICATION

FLORIDA DEPARTMENT OF HEALTH
Bureau of Emergency Medical Services

Complete all items

ID. Code (The State Bureau of EMS will assign the ID Code – leave this blank) C

1. County Name: Taylor County

Business Address: 201 E. Green Street
Perry, Florida 32347

Telephone: 850-838-3553

Federal Tax ID Number (Nine Digit Number). VF 5 9 6 0 0 0 8 7 9

2. Certification: (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the County shall comply fully with the conditions outlined in the Florida EMS County Grant Application.

Signature: Date: Oct. 2, 2011

Printed Name: Lonnie Houck

Position Title: Chairman

3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project reports and may request project changes. The signer and the contact person may be the same.)

Name: Melody Cox

Position Title: Grants Director

Address: 201 E. Green Street
Perry, Florida 32347

Telephone: 850-838-3553 Fax Number: 850-838-3563

E-mail Address: grants.coordinator@taylorcountygov.com

4. Resolution: Attach a current resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures.

5. Budget: Complete a budget page(s) for each organization to which you shall provide funds. List the organization(s) below. (Use additional pages if necessary)

Doctors' Memorial Hospital Emergency Medical Services, Taylor County

BUDGET PAGE

A. Salaries and Benefits:

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.	**Amount**
TOTAL Salaries	
TOTAL FICA	
Grand total Salaries and FICA	0

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next category).

List the item and, if applicable, the quantity	**Amount**
TOTAL	$ 0

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	**Amount**
Utility Vehicle	$1,869.00
These funds will be combined with previous fund	
received if Program Change Request order is	
approved for a total project cost of $5,177.10	
TOTAL	$ 1869.00
Grand Total	$ 1869.00

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **FL Boating & Improvement Fund** for the fiscal period ending September 30, 2012, to be more than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **FL Boating & Improvement Fund** budget for the fiscal year ending September 30, 2012.

Amount	**Account**	**Account Name**
$39,355	004-3899010	Cash Brought Forward
		Navigational Aids/Boating-
$34,616	4007-53401	Contractual Services
$ 4,739	4007-56300	Capital/Infrastructure
$39,355	Total Expenditures	

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 1st day of November 2011, at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2012 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(Project budgeted in 2011FY incomplete at FYE—amend 2012 budget)

Tammy Taylor

From: Dustin Hinkel <dustin.hinkel@taylorcountygov.com>
Sent: Monday, October 24, 2011 10:48 AM
To: Tammy Taylor
Cc: Brent Burford; Fred Vose; Jack Brown
Subject: RE: 4007 Budget
Attachments: 4007_Exp_Budget_FYE12.pdf; FYE12_BDR_4007_102411.pdf

Importance: High

Hi Tammy,

Per our conversations last month regarding account 4007, I am attaching an updated Budget Detail Request form to reflect allocation of funds that need to be carried over from last fiscal year. Please let me know if you need anything else.

Thank you!

Dustin Hinkel

Assistant County Administrator
Emergency Management Director
Taylor County Board of County Commissioners

Office
201 E Green Street
Perry, FL 32347
850-838-3500 ext 7 Office
850-838-3501 Fax
850-672-0830 Cell

EOC
591 East US Highway 27
Perry, Florida 32347
850-838-3575 Phone
850-838-3523 Fax

dustin.hinkel@taylorcountygov.com
http://www.taylorcountygov.com

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

From: Tammy Taylor [mailto:ttaylor@taylorclerk.com]
Sent: Monday, October 03, 2011 4:20 PM
To: Dustin Hinkel
Cc: Jack Brown
Subject: RE: 4007 Budget

Dustin-
I will begin amending budgets in the new year, AFTER all payables and accruals are recorded for FYE 2011. The Oct 18th meeting will be the last meeting to process payables for 2011, so I will begin after that. Please instruct departments to wait until after that date to print FYE2011 reports to support requests for amending the 2012 budget with "carry-forward" funds.
Thanks!

DETAIL BUDGET REQUEST
2011/2012 FISCAL YEAR

DEPARTMENT: Navigational Aids/Boating
DEPARTMENT #: 4007

PREPARED BY: _____ 10/26/11
(department head signature & date)

Expenditure Account #	Account Description	Amendment 2012		2012 Amended Request	2012 approved Budget
53401	CONTRACTUAL SERVICES	+34,616	$	39,316	4,700
56300	CAPTIAL/INFRASTRUCTURE	+4,739	$	4,739	-0-
TOTAL		~~$39,355~~	$	44,055	*4700

Amendment
11/1/11
(see 2012 Budget)

004-

2011/2012 Expenditure Budget

Date: 6/21/2011
Time: 12:59PM

Account	Account Title	CurrentYear Budget @ 10/1/10	Current Year Actual @ 06/21/11	2012 Request to BCC	$ Increase (Decrease)	% Increase (Decrease)
4007 - NAVIGATIONAL AIDS/BOATING						
53401	CONTRACTUAL SERVICES	4,580	475	*4,700*	120	2.62%
54000	TRAVEL & PER DIEM	0	0	*0*	0	0.00%
54620	R&M EQUIPMENT	0	6,500	*0*	0	0.00%
54902	LEGAL ADVERTISING	0	0	*0*	0	0.00%
55101	OFFICE SUPPLIES	0	0	*0*	0	0.00%
55202	SAFETY PRODUCTS/SUPPLIES	0	0	*0*	0	0.00%
55210	PETROLEUM PRODUCTS	0	0	*0*	0	0.00%
55220	TOOLS & IMPLEMENTS	0	0	*0*	0	0.00%
55240	TRAFFIC/SAFETY MARKING	0	0	*0*	0	0.00%
55401	BOOK/PUBL/SUB/MEMB/TRAIN.	0	0	*0*	0	0.00%
55900	DEPRECIATION EXPENSE	0	0	*0*	0	0.00%
56300	CAPITAL/INFRASTRUCTURE	0	0	*0*	0	0.00%
	Total Department	4,580	6,975	*4,700*	120	2.62%

Approved 2012

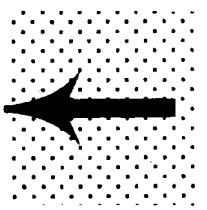
R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2012, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2012.

Amount	**Account**	**Account Name**
Revenue:		
$3,373	107-3899010	MSTU FD - Cash Brought Forward
Expenditures:		DCA Planning Grant
$1,373	0217-55101	Office Supplies
$2,000	0217-53401	Contractual Services
$3,373	Total	

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 1st day of November, 2011 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2012 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.



_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(DCA Planning Grant—excess carry-forward from 2011FY)

SUNGARD PENTAMATION, INC.
DATE: 10/24/2011
TIME: 16:48:18

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='0217'
ACCOUNTING PERIOD: 1/12

2012 Budget

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

Agreed 9/7/11

Amended Budget Should Be:

FUND-107 MSTU FUND
FUNCTION-510 GENERAL GOVERNMENT
ACTIVITY-515 COMPREHENSIVE PLANNING
TOTL/DEPT-0217 DCA TECH.ASST.PLANN.GRANT 10/1/11

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES +2,000	15,000.00	.00	.00	.00	15,000.00	.00
54000	TRAVEL & PER DIEM	1,000.00	.00	.00	.00	1,000.00	.00
54640	R&M AUTOMOBILE	500.00	.00	.00	.00	500.00	.00
55101	OFFICE SUPPLIES +1373	1,000.00	.00	84.30	.00	915.70	8.43
55102	OFFC.EQUIP/FURN.<$1,000	1,000.00	.00	.00	.00	1,000.00	.00
55201	GEN. OPERATING SUPPLIES	500.00	.00	.00	.00	500.00	.00
55210	PETROLEUM PRODUCTS	500.00	.00	.00	.00	500.00	.00
55401	BOOK/PUBL/SUB/MEMB/TRAIN	500.00	.00	.00	.00	500.00	.00
	TOTAL DCA TECH.ASST.PLANN.GRA	20,000.00	.00	84.30	.00	19,915.70	.42
	TOTAL MSTU FUND	20,000.00	.00	84.30	.00	19,915.70	.42
TOTAL REPORT	+ 3,373	20,000.00	23,373 .00	84.30	.00	19,915.70	.42

10.24.11

SUNGARD PENTAMATION, INC.
DATE: 10/24/2011
TIME: 16:46:54

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: ~~exp~~ledgr.key_orgn='0217'
ACCOUNTING PERIOD: 13/11

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-107 MSTU FUND
FUNCTION-510 GENERAL GOVERNMENT
ACTIVITY-515 COMPREHENSIVE PLANNING
TOTL/DEPT-0217 DCA TECH.ASST.PLANN.GRANT

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	17,000.00	.00	.00	.00	17,000.00	.00
54000	TRAVEL & PER DIEM	1,000.00	.00	.00	204.33	795.67	20.43
54630	R&M OFFICE MACHINES/EQUI	100.00	.00	.00	100.00	.00	100.00
55101	OFFICE SUPPLIES	1,000.00	.00	.00	884.00	116.00	88.40
55102	OFFC.EQUIP/FURN.<$1,000	1,000.00	.00	.00	.00	1,000.00	.00
55201	GEN. OPERATING SUPPLIES	461.00	.00	.00	.00	461.00	.00
55210	PETROLEUM PRODUCTS	500.00	.00	.00	.00	500.00	.00
55401	BOOK/PUBL/SUB/MEMB/TRAIN	500.00	.00	.00	.00	500.00	.00
56400	CAPITAL OUTLAY-EQUIPMENT	3,000.00	.00	.00	.00	3,000.00	.00
	TOTAL DCA TECH.ASST.PLANN.GRA	24,561.00	.00	.00	1,188.33	23,372.67	4.84
	TOTAL MSTU FUND	24,561.00	.00	.00	1,188.33	23,372.67	4.84
TOTAL REPORT		24,561.00	.00	.00	1,188.33	23,372.67	4.84

Balance 9/30/11

Budgeted $20,000 CF 2012

Needs $3373 Overall Amendment to 2012

Tammy Taylor

From: Dustin Hinkel <dustin.hinkel@taylorcountygov.com>
Sent: Sunday, September 25, 2011 6:38 PM
To: Tammy Taylor
Cc: Jack Brown
Subject: RE: Detail Budget Request 0217.doc

0217 DCA Planning Grant (MSTU fd

Hi Tammy,

After the 119.19 encumbrance is voided we would like the remaining unbudgeted balance to be placed in the following accounts.

53401 CONTRACTUAL SERVICES: $2000.00
55101 OFFICE SUPPLIES: $1372.67

> +3372.67

Thank you!

Review: Cash CF 101-3899010 $3373 10/24/11

Dustin Hinkel

Assistant County Administrator
Emergency Management Director
Taylor County Board of County Commissioners

Office
201 E Green Street
Perry, FL 32347
850-838-3500 ext 7 Office
850-838-3501 Fax
850-672-0830 Cell

EOC
591 East US Highway 27
Perry, Florida 32347
850-838-3575 Phone
850-838-3523 Fax

dustin.hinkel@taylorcountygov.com
http://www.taylorcountygov.com

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From: Tammy Taylor [mailto:ttaylor@taylorclerk.com]
Sent: Friday, September 23, 2011 11:07 AM
To: Dustin Hinkel
Cc: Jack Brown
Subject: RE: Detail Budget Request 0217.doc

Actually, if you will just let me know which line item to place the difference (excess budget), I will be able to amend after 10/1.
Thanks!
Tammy

From: Dustin Hinkel [mailto:dustin.hinkel@taylorcountygov.com]
Sent: Friday, September 23, 2011 10:38 AM
To: Tammy Taylor
Cc: Jack Brown
Subject: FW: Detail Budget Request 0217.doc

Good Morning Tammy,

LaWanda submitted the attached DBR for 0217 and budgeted the account for $20,000. The amount that needs to be carried forward is $23,253.48. On the DBR she included a note that requested all remaining fund be carried forward to FY 2011/2012. Do I need to submit a revised budget to you reflecting the actual amounts to be carried forward?

Thank you!

Dustin Hinkel

Assistant County Administrator
Emergency Management Director
Taylor County Board of County Commissioners

Office
201 E Green Street
Perry, FL 32347
850-838-3500 ext 7 Office
850-838-3501 Fax
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From: LaWanda Pemberton
Sent: Friday, September 23, 2011 9:59 AM
To: Dustin Hinkel
Subject: Detail Budget Request 0217.doc

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a (shortfall) monies for a particular purpose which caused the **SCOP ROAD PROJECT (South Red Padgett Road) FUND** for the fiscal period ending September 30, 2012, to be less than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCOP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2012.

Amount	**Account**	**Account Name**
$(508)	164-3344905	SCOP Grant
$(508)	0323-53401	SCOP Project/S.Red Padgett Rd-Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 1st day of November, 2011 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2012 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(Balance of Grant 2011 FYE - over-budgeted 2012)

SUNGARD PENTAMATION, INC.
DATE: 10/25/2011
TIME: 11:02:33

TAYLOR COUNTY BOARD OF COMMISSIONERS
REVENUE STATUS REPORT

PAGE NUMBER: 1
REVSTA11

SELECTION CRITERIA: orgn.fund='164'
ACCOUNTING PERIOD: 1/12

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-164 SCOP PROJ.FD/S.RED PADGET
FUNCTION- TITLE NOT FOUND
ACTIVITY- TITLE NOT FOUND
TOTL/DEPT- TITLE NOT FOUND

ACCOUNT - - - - - TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE REVENUE	AVAILABLE BALANCE	YTD/ BUD
3344905 SMALL CNTY OUTREACH PROG	904,625.00	.00	.00	.00	904,625.00	.00
TOTAL TITLE NOT FOUND	904,625.00	.00	.00	.00	904,625.00	.00
TOTAL SCOP PROJ.FD/S.RED PADG	904,625.00	.00	.00	.00	904,625.00	.00
TOTAL REPORT	904,625.00	.00	.00	.00	904,625.00	.00

SELECTION CRITERIA: orgn.fund='164'
ACCOUNTING PERIOD: 1/12

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-164 SCOP PROJ.FD/S.RED PADGET
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0323 SCOP/S.RED PADGETT RD

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	53,308.00	.00	.00	.00	53,308.00	.00
53401	CONTRACTUAL SERVICES	850,880.00	.00	.00	.00	850,880.00	.00
54902	LEGAL ADVERTISING	437.00	.00	.00	.00	437.00	.00
	TOTAL SCOP/S.RED PADGETT RD	904,625.00	.00	.00	.00	904,625.00	.00
	TOTAL SCOP PROJ.FD/S.RED PADG	904,625.00	.00	.00	.00	904,625.00	.00
TOTAL REPORT		904,625.00	.00	.00	.00	904,625.00	.00

S/B
Amend
(508)
(508)
904,117
V
over Budgeted
+508
10-24-11

SUNGARD PENTAMATION, INC.
DATE: 10/25/2011
TIME: 10:48:56

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: exmledgr.key_orgn='0323'
ACCOUNTING PERIOD: 13/11

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-164 SCOP PROJ.FD/S.RED PADGET
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0323 SCOP/S.RED PADGETT RD

FYE 2011

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	91,300.00	.00	.00	13,820.00	77,480.00	15.14
53401	CONTRACTUAL SERVICES	826,200.00	.00	.00	.00	826,200.00	.00
54902	LEGAL ADVERTISING	500.00	.00	.00	63.00	437.00	12.60
	TOTAL SCOP/S.RED PADGETT RD	918,000.00	.00	.00	13,883.00	904,117.00	1.51
	TOTAL SCOP PROJ.FD/S.RED PADG	918,000.00	.00	.00	13,883.00	904,117.00	1.51
TOTAL REPORT		918,000.00	.00	.00	13,883.00	904,117.00	1.51

↓
Balance of Grant
2011 FYE
↓
Budgeted 2012 FY
$ 904,625
||
▽
Amend / Reduce
2012 Budget for Difference
(overestimate) ($508.00)

10-24-11

Tammy Taylor

From: Kenneth Dudley <county.engineer@taylorcountygov.com>
Sent: Friday, October 14, 2011 12:03 PM
To: Tammy Taylor
Subject: FY 2012 Account Reconciliation

10/24/11 Kenneth

$4,507.50 expended 2011 FY Reimbursement Due FYE 2011 Please make sure this was filed

0316 - Old Dixie HWY - Complete
0317 - Puckett Rd – Complete (awaiting FDOT reimbursement)
0314 - Pisgah Rd – Complete (awaiting FDOT reimbursement)
0318 - Foley Rd – Complete (awaiting FDOT reimbursement)
0322 - Roberts Aman Rd – Complete (awaiting FDOT reimbursement)

0326 - Paul Poppell Rd
53101 - Professional Services - $60,000.00
53401 - Contractual Services - $ all remaining monies
54902 - Legal Advertising - $500.00

0324 - East Red Padgett Rd
53101 - Professional Services - $40,000.00
53401 - Contractual Services - $ all remaining monies
54902 - Legal Advertising - $500.00

0323 – South Red Padgett
53101 - Professional Services - $80,000.00
53401 - Contractual Services - $ all remaining monies
54902 - Legal Advertising - $500.00

Fund 164
This grant was over-Budgeted By $508.00 → overall amend to reduce Budget ($508.00) 11/1/11
(Dept. Head then responsible for any necessary transfers between Line items.)

0438 – Keaton Beach Coastal Park
53401 - Contractual Services - $ all remaining monies

0439 – Keaton Beach Coastal Park Grant Phase II
53401 - Contractual Services - $100,000.00

Kenneth Dudley, P.E.

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From: Tammy Taylor [mailto:ttaylor@taylorclerk.com]
Sent: Friday, October 14, 2011 8:47 AM
To: Kenneth Dudley
Cc: Dustin Hinkel
Subject: RE: Woods Creek/Harrison Blu

I will start preparing resolutions for Overall Amendments to the 2012 budget for the 1st meeting in November. There are MANY, so please let me know which ones need priority, as I won't be able to complete all at that time. I need each

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCOP PAVING PROJECT FUND (Woods Creek Road)** for the fiscal period ending September 30, 2012, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCOP PAVING PROJECT FUND** Budget for the fiscal year ending September 30, 2012.

Amount	**Account**	**Account Name**
$1,969,080	162-3344905	SCOP Grant
		Woods Creek Rd Paving Project -
$ 93,879	0319-53101	Professional Services
$1,875,201	0319-53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 1st day of November, 2011 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2012 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(Balance of Grant FYE 2011 - Under-budgeted 2012)

SUNGARD PENTAMATION, INC.
DATE: 10/25/2011
TIME: 15:21:00

TAYLOR COUNTY BOARD OF COMMISSIONERS
REVENUE STATUS REPORT

PAGE NUMBER: 1
REVSTA11

SELECTION CRITERIA: orgn.fund='162'
ACCOUNTING PERIOD: 1/12

2012 Budget

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

amended 11/1/11 SLB

FUND-162 SCOP PROJECT-WOODS CREEK
FUNCTION- TITLE NOT FOUND
ACTIVITY- TITLE NOT FOUND
TOTL/DEPT- TITLE NOT FOUND

+1,969,080 @ 10/1

ACCOUNT - - - - - TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE REVENUE	AVAILABLE BALANCE	YTD/ BUD
3344905 SMALL CNTY OUTREACH PROG	1,270,284.00	.00	.00	.00	1,270,284.00	.00
3611010 INTEREST EARNED	.00	.00	.00	.00	.00	.00
TOTAL TITLE NOT FOUND	1,270,284.00	.00	.00	.00	1,270,284.00	.00
TOTAL SCOP PROJECT-WOODS CREE	1,270,284.00	3,239,364 .00	.00	.00	1,270,284.00	.00
TOTAL REPORT	1,270,284.00	.00	.00	.00	1,270,284.00	.00



SUNGARD PENTAMATION, INC.
DATE: 10/25/2011
TIME: 14:49:18

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: orgn.fund='162'
ACCOUNTING PERIOD: 1/12

2012 Budget

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-162 SCOP PROJECT-WOODS CREEK
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0319 SCOP/WOODS CREEK RD

Amend 11/1/11 @ 10/1/4 Amended Should be

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES +93,879	26,307.00	120,186	.00	.00	26,307.00	.00
53401	CONTRACTUAL SERVICES 1,875,201	1,243,602.00	.00	.00	.00	1,243,602.00	.00
54902	LEGAL ADVERTISING	375.00	.00	.00	.00	375.00	.00
54907	LICENSE/PERMIT/REGISTRAT	.00	.00	.00	.00	.00	.00
	TOTAL SCOP/WOODS CREEK RD	1,270,284.00	.00	.00	.00	1,270,284.00	.00
	TOTAL SCOP PROJECT-WOODS CREE	1,270,284.00	3,239,364 .00	.00	.00	1,270,284.00	.00
	+ 1,969,080						
TOTAL REPORT		1,270,284.00	.00	.00	.00	1,270,284.00	.00

SUNGARD PENTAMATION, INC.
DATE: 10/25/2011
TIME: 14:48:49

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: orgn.fund='162'
ACCOUNTING PERIOD: 13/11

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-162 SCOP PROJECT-WOODS CREEK
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0319 SCOP/WOODS CREEK RD

FYE2011

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	170,580.00	.00	.00	51,993.27	118,586.73	30.48
53401	CONTRACTUAL SERVICES	3,120,402.00	.00	.00	.00	3,120,402.00	.00
54902	LEGAL ADVERTISING	500.00	.00	.00	125.15	374.85	25.03
	TOTAL SCOP/WOODS CREEK RD	3,291,482.00	.00	.00	52,118.42	3,239,363.58	1.58
	TOTAL SCOP PROJECT-WOODS CREE	3,291,482.00	.00	.00	52,118.42	3,239,363.58	1.58
TOTAL REPORT		3,291,482.00	.00	.00	52,118.42	3,239,363.58	1.58

Balance
9/30/11 FYE
$3239.364
⇓
Budgeted
2011-2012 FY
1270,284
⇓
Difference # 1,969080 +
Amend 2012
Budget

10/24/11

Tammy Taylor

From: Kenneth Dudley <county.engineer@taylorcountygov.com>
Sent: Friday, October 14, 2011 9:51 AM
To: Tammy Taylor
Subject: RE: Woods Creek/Harrison Blue

Woods Creek:
~~53101 – Professional services~~ $ 120,186.00
54101 – Contractual Services $ any and all remaining monies from (0319 & 0327)

Harrison Blue:
53101 – Professional services $ 10,000.00
54101 – Contractual Services $148,795.00

Kenneth Dudley, P.E.

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

From: Tammy Taylor [mailto:ttaylor@taylorclerk.com]
Sent: Friday, October 14, 2011 8:47 AM
To: Kenneth Dudley
Cc: Dustin Hinkel
Subject: RE: Woods Creek/Harrison Blu

I will start preparing resolutions for Overall Amendments to the 2012 budget for the 1st meeting in November. There are MANY, so please let me know which ones need priority, as I won't be able to complete all at that time. I need each request separately, indicating the total amount of the amendment and the expenditure account(s) and amount(s) to amend in 2012. Thanks!!! Tammy

From: Kenneth Dudley [mailto:county.engineer@taylorcountygov.com]
Sent: Thursday, October 13, 2011 4:34 PM
To: Tammy Taylor
Subject: Woods Creek/Harrison Blu

Do you have an idea of when the adjusted YR 2011 amounts will be reflected in the SCRAP/SCOP accounts?
I need to get a PO in the system for Woods Creek/Harrison Blue soon.
Thanks.

Kenneth Dudley, P.E.
County Engineer
Taylor County Board of County Commissioners
201 East Green St.
Perry, FL 32347
Phone: 850.838.3500 x104
Fax: 850.838.3501

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a (shortfall)of monies for a particular purpose which caused the **SCRAP ROAD PROJECT (Paul Poppell Road) FUND** for the fiscal period ending September 30, 2012, to be less than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2012.

Amount	**Account**	**Account Name**
$(374)	166-3344906	SCRAP Grant
$(374)	0326-53401	SCRAP Project/Paul Poppell Rd-Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 1st day of November, 2011 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2012 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(Balance of Grant 2011 FYE - Over-budgeted 2012)

SUNGARD PENTAMATION, INC.
DATE: 10/25/2011
TIME: 14:32:29

TAYLOR COUNTY BOARD OF COMMISSIONERS
REVENUE STATUS REPORT

SELECTION CRITERIA: orgn.fund='166'
ACCOUNTING PERIOD: 1/12

2012 Budget

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-166 SCRAP PROJ/PAUL POPPELL
FUNCTION- TITLE NOT FOUND
ACTIVITY- TITLE NOT FOUND
TOTL/DEPT- TITLE NOT FOUND

Amend 14:1:11

ACCOUNT - - - - - TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE REVENUE	AVAILABLE BALANCE	YTD/ BUD
3344906 SCRAP GRANT	318,815.00	.00	.00	.00	318,815.00	.00
TOTAL TITLE NOT FOUND	318,815.00	.00	.00	.00	318,815.00	.00
TOTAL SCRAP PROJ/PAUL POPPELL	318,815.00	.00	.00	.00	318,815.00	.00
TOTAL REPORT	318,815.00	.00	.00	.00	318,815.00	.00

SB 318,441

(374)



SUNGARD PENTAMATION, INC.
DATE: 10/25/2011
TIME: 14:32:58

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: orgn.fund='166'
ACCOUNTING PERIOD: 1/12

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-166 SCRAP PROJ/PAUL POPPELL
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0326 SCRAP/PAUL POPPELL RD

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	36,375.00	.00	.00	.00	36,375.00	.00
53401	CONTRACTUAL SERVICES	282,000.00	.00	.00	.00	282,000.00	.00
54902	LEGAL ADVERTISING	440.00	.00	.00	.00	440.00	.00
	TOTAL SCRAP/PAUL POPPELL RD	318,815.00	.00	.00	.00	318,815.00	.00
	TOTAL SCRAP PROJ/PAUL POPPELL	318,815.00	.00	.00	.00	318,815.00	.00
TOTAL REPORT		318,815.00	.00	.00	.00	318,815.00	.00

SUNGARD PENTAMATION, INC.
DATE: 10/25/2011
TIME: 14:20:44

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='0326'
ACCOUNTING PERIOD: 13/11

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-166 SCRAP PROJ/PAUL POPPELL
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0326 SCRAP/PAUL POPPELL RD

FYE 2011

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	70,000.00	.00	.00	10,140.00	59,860.00	14.49
53401	CONTRACTUAL SERVICES	258,140.00	.00	.00	.00	258,140.00	.00
54902	LEGAL ADVERTISING	500.00	.00	.00	59.36	440.64	11.87
	TOTAL SCRAP/PAUL POPPELL RD	328,640.00	.00	.00	10,199.36	318,440.64	3.10
	TOTAL SCRAP PROJ/PAUL POPPELL	328,640.00	.00	.00	10,199.36	318,440.64	3.10
TOTAL REPORT		328,640.00	.00	.00	10,199.36	318,440.64	3.10

Balance Grant Budget FYE 2011

Budgeted 2012 FY # 318,815

Over-Budgeted ($374) - Reduce 2012

10/24

Tammy Taylor

From: Kenneth Dudley <county.engineer@taylorcountygov.com>
Sent: Friday, October 14, 2011 12:03 PM
To: Tammy Taylor
Subject: FY 2012 Account Reconciliation

0316 - Old Dixie HWY - Complete
0317 - Puckett Rd – Complete (awaiting FDOT reimbursement)
0314 - Pisgah Rd – Complete (awaiting FDOT reimbursement)
0318 - Foley Rd – Complete (awaiting FDOT reimbursement)
0322 - Roberts Aman Rd – Complete (awaiting FDOT reimbursement)

0326 - Paul Poppell Rd
53101 - Professional Services - $60,000.00
53401 - Contractual Services - $ all remaining monies
54902 - Legal Advertising - $500.00

0324 - East Red Padgett Rd
53101 - Professional Services - $40,000.00
53401 - Contractual Services - $ all remaining monies
54902 - Legal Advertising - $500.00

0323 – South Red Padgett
53101 - Professional Services - $80,000.00
53401 - Contractual Services - $ all remaining monies
54902 - Legal Advertising - $500.00

0438 – Keaton Beach Coastal Park
53401 - Contractual Services - $ all remaining monies

0439 – Keaton Beach Coastal Park Grant Phase II
53401 - Contractual Services - $100,000.00

2012 Budgeted $310,815
2011 FYE Balance fwd $318440.64
Amend (Reduce) 2012 Budget ($374)
10-25-11
(Dept Head to prepare necessary transfers within accts)

Kenneth Dudley, P.E.

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From: Tammy Taylor [mailto:ttaylor@taylorclerk.com]
Sent: Friday, October 14, 2011 8:47 AM
To: Kenneth Dudley
Cc: Dustin Hinkel
Subject: RE: Woods Creek/Harrison Blu

I will start preparing resolutions for Overall Amendments to the 2012 budget for the 1st meeting in November. There are MANY, so please let me know which ones need priority, as I won't be able to complete all at that time. I need each

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a (shortfall) of monies for a particular purpose which caused the **SCRAP ROAD PROJECT (East Red Padgett Road) FUND** for the fiscal period ending September 30, 2012, to be less than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2012.

Amount	**Account**	**Account Name**
$(667)	165-3344906	SCRAP Grant
$(667)	0324-53401	SCRAP Project/E.Red Padgett Rd-Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 1st day of November, 2011 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2012 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(Balance of Grant FYE 2011 – Over-budgeted 2012 FY)

SUNGARD PENTAMATION, INC.
DATE: 10/25/2011
TIME: 14:02:47

TAYLOR COUNTY BOARD OF COMMISSIONERS
REVENUE STATUS REPORT

PAGE NUMBER: 1
REVSTA11

SELECTION CRITERIA: orgn.fund='165'
ACCOUNTING PERIOD: 1/12

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-165 SCRAP PROJ/E.RED PADGET
FUNCTION- TITLE NOT FOUND
ACTIVITY- TITLE NOT FOUND
TOTL/DEPT- TITLE NOT FOUND

Amend 11/1/11 (667) 5/B 501,360

ACCOUNT - - - - - TITLE - - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE REVENUE	AVAILABLE BALANCE	YTD/ BUD
3344906 SCRAP GRANT	502,027.00	.00	.00	.00	502,027.00	.00
TOTAL TITLE NOT FOUND	502,027.00	.00	.00	.00	502,027.00	.00
TOTAL SCRAP PROJ/E.RED PADGET	502,027.00	.00	.00	.00	502,027.00	.00
TOTAL REPORT	502,027.00	.00	.00	.00	502,027.00	.00

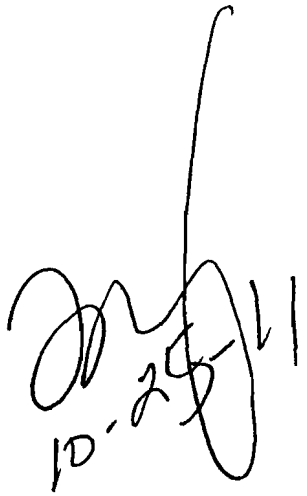
10-24-11

SELECTION CRITERIA: orgn.fund='165'
ACCOUNTING PERIOD: 1/12

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-165 SCRAP PROJ/E.RED PADGET
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0324 SCRAP/E.RED PADGETT RD

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	40,268.00	.00	.00	.00	40,268.00	.00
53401	CONTRACTUAL SERVICES	461,322.00	.00	.00	.00	461,322.00	.00
54902	LEGAL ADVERTISING	437.00	.00	.00	.00	437.00	.00
	TOTAL SCRAP/E.RED PADGETT RD	502,027.00	.00	.00	.00	502,027.00	.00
	TOTAL SCRAP PROJ/E.RED PADGET	502,027.00	.00	.00	.00	502,027.00	.00
TOTAL REPORT		502,027.00	.00	.00	.00	502,027.00	.00



SELECTION CRITERIA: expledgr.key_orgn='0324'
ACCOUNTING PERIOD: 13/11

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-165 SCRAP PROJ/E.RED PADGET
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0324 SCRAP/E.RED PADGETT RD

FYE 2011

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	51,304.00	.00	.00	16,620.00	34,684.00	32.40
53401	CONTRACTUAL SERVICES	466,239.00	.00	.00	.00	466,239.00	.00
54902	LEGAL ADVERTISING	500.00	.00	.00	63.00	437.00	12.60
	TOTAL SCRAP/E.RED PADGETT RD	518,043.00	.00	.00	16,683.00	501,360.00	3.22
	TOTAL SCRAP PROJ/E.RED PADGET	518,043.00	.00	.00	16,683.00	501,360.00	3.22
TOTAL REPORT		518,043.00	.00	.00	16,683.00	501,360.00	3.22

Balance Grant/Budget FYE 2011

⇓

Budgeted 2012 FY
502,027

⇓

Reduce/Amend 2012 Budget for Difference (over-Budgeted)
(# 667)

10-24-11

*

Tammy Taylor

From: Kenneth Dudley <county.engineer@taylorcountygov.com>
Sent: Friday, October 14, 2011 12:03 PM
To: Tammy Taylor
Subject: FY 2012 Account Reconciliation

0316 - Old Dixie HWY - Complete
0317 - Puckett Rd – Complete (awaiting FDOT reimbursement)
0314 - Pisgah Rd – Complete (awaiting FDOT reimbursement)
0318 - Foley Rd – Complete (awaiting FDOT reimbursement)
0322 - Roberts Aman Rd – Complete (awaiting FDOT reimbursement)

0326 - Paul Poppell Rd
53101 - Professional Services - $60,000.00
53401 - Contractual Services - $ all remaining monies
54902 - Legal Advertising - $500.00

0324 - East Red Padgett Rd
53101 - Professional Services - $40,000.00
53401 - Contractual Services - $ all remaining monies
54902 - Legal Advertising - $500.00

0323 – South Red Padgett
53101 - Professional Services - $80,000.00
53401 - Contractual Services - $ all remaining monies
54902 - Legal Advertising - $500.00

0438 – Keaton Beach Coastal Park
53401 - Contractual Services - $ all remaining monies

0439 – Keaton Beach Coastal Park Grant Phase II
53401 - Contractual Services - $100,000.00

2012 Budgeted + 502,027
Grant Balance + 501,360
Budget 2012 #667

Kenneth Dudley, P.E.

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10-14-11

(Dept Head to transfer accts between as necessary)

From: Tammy Taylor [mailto:ttaylor@taylorclerk.com]
Sent: Friday, October 14, 2011 8:47 AM
To: Kenneth Dudley
Cc: Dustin Hinkel
Subject: RE: Woods Creek/Harrison Blu

I will start preparing resolutions for Overall Amendments to the 2012 budget for the 1st meeting in November. There are MANY, so please let me know which ones need priority, as I won't be able to complete all at that time. I need each

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCRAP ROAD PROJECT (Harrison Blue Road) FUND** for the fiscal period ending September 30, 2012, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2012.

Amount	**Account**	**Account Name**
$45,544	167-3344906	SCRAP Grant
		SCRAP Project/Harrison Blue Rd-
$40,000	0327-53401	Contractual Services
$ 5,544	0327-53101	Professional Services
$45,544	Total Expenditures	

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 1st day of November, 2011 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2012 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(Balance of Grant FYE 2011 – under-budgeted 2012 FY)

SUNGARD PENTAMATION, INC.
DATE: 10/25/2011
TIME: 09:58:49

TAYLOR COUNTY BOARD OF COMMISSIONERS
REVENUE STATUS REPORT

PAGE NUMBER: 1
REVSTA11

SELECTION CRITERIA: orgn.fund='167'
ACCOUNTING PERIOD: 1/12

2011/2012 FY

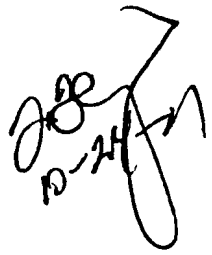
SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-167 SCRAP-HARRISON BLUE RD
FUNCTION- TITLE NOT FOUND
ACTIVITY- TITLE NOT FOUND
TOTL/DEPT- TITLE NOT FOUND

amend 11/1/11 SIB

ACCOUNT - - - - - - TITLE - - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE REVENUE	AVAILABLE BALANCE	YTD/ BUD
3344906 SCRAP GRANT	113,251.00	158,795	.00	.00	113,251.00	.00
TOTAL TITLE NOT FOUND	113,251.00	.00	.00	.00	113,251.00	.00
TOTAL SCRAP-HARRISON BLUE RD	113,251.00	.00	.00	.00	113,251.00	.00
TOTAL REPORT	113,251.00	.00	.00	.00	113,251.00	.00

+ 45,544



SUNGARD PENTAMATION, INC.
DATE: 10/25/2011
TIME: 09:58:17

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

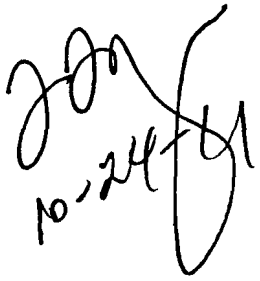
SELECTION CRITERIA: expledgr.key_orgn='0327'
ACCOUNTING PERIOD: 1/12

2011/2012 FY

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-167 SCRAP-HARRISON BLUE RD
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0327 SCRAP-HARRISON BLUE RD

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	4,456.00	.00	.00	.00	4,456.00	.00
53401	CONTRACTUAL SERVICES	108,795.00	.00	.00	.00	108,795.00	.00
54902	LEGAL ADVERTISING	.00	.00	.00	.00	.00	.00
	TOTAL SCRAP-HARRISON BLUE RD	113,251.00	.00	.00	.00	113,251.00	.00
	TOTAL SCRAP-HARRISON BLUE RD	113,251.00	.00	.00	.00	113,251.00	.00
TOTAL REPORT		113,251.00	.00	.00	.00	113,251.00	.00



SUNGARD PENTAMATION, INC.
DATE: 10/25/2011
TIME: 09:50:39

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='0327'
ACCOUNTING PERIOD: 13/11

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-167 SCRAP-HARRISON BLUE RD
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0327 SCRAP-HARRISON BLUE RD

FYE2011

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	10,000.00	.00	.00	.00	10,000.00	.00
53401	CONTRACTUAL SERVICES	148,295.00	.00	.00	.00	148,295.00	.00
54902	LEGAL ADVERTISING	500.00	.00	.00	.00	500.00	.00
	TOTAL SCRAP-HARRISON BLUE RD	158,795.00	.00	.00	.00	158,795.00	.00
	TOTAL SCRAP-HARRISON BLUE RD	158,795.00	.00	.00	.00	158,795.00	.00
TOTAL REPORT		158,795.00	.00	.00	.00	158,795.00	.00

Budget Balance
9/30/11 FYE

2011/2012 Budgeted
* 113,251

overall Amendment
to 2012 FY for
Difference (Underbudgeted)
2012
* 45,544

10/24/11

Tammy Taylor

From: Kenneth Dudley <county.engineer@taylorcountygov.com>
Sent: Friday, October 14, 2011 9:51 AM
To: Tammy Taylor
Subject: RE: Woods Creek/Harrison Blue

Woods Creek:
53101 – Professional services $ 120,186.00
54101 – Contractual Services $ any and all remaining monies from (0319 & 0327)

Harrison Blue:
53101 – Professional services $ 10,000.00
54101 – Contractual Services $148,795.00 } = 158,795

Fund 167
Dept #0327

Amended
+ 45,544

Kenneth Dudley, P.E.

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Sent: Friday, October 14, 2011 8:47 AM
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Cc: Dustin Hinkel
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From: Kenneth Dudley [mailto:county.engineer@taylorcountygov.com]
Sent: Thursday, October 13, 2011 4:34 PM
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Subject: Woods Creek/Harrison Blu

Do you have an idea of when the adjusted YR 2011 amounts will be reflected in the SCRAP/SCOP accounts?
I need to get a PO in the system for Woods Creek/Harrison Blue soon.
Thanks.

Kenneth Dudley, P.E.
County Engineer
Taylor County Board of County Commissioners
201 East Green St.
Perry, FL 32347
Phone: 850.838.3500 x104
Fax: 850.838.3501

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a (shortfall) of monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2012, to be less than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2012.

Amount	**Account**	**Account Name**
Revenue:		
$(45,452)	003-3314113	FAA Grant - Rehab. Runway
$ (89)	003-3899011	Cash Brought Forward
Expenditures:		
$(45,541)	0528-56300	Capital - Infrastructure

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 1st day of November, 2011 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2012 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(Grant Application/Award was less than budgeted for 2012 Budget)

Taylor County Administrative Complex
201 East Green Street, Perry, Florida 32347

Melody Cox **850-838-3553**
Administrative Services **850-838-3501 Fax**
grants.coordinator@taylorcountygov.com

MEMORANDUM

DATE: September 20, 2011

TO: Tammy

FROM: Melody

RE: FAA Grant Contract & Budget Amendment Reduce 2012 Budget By $ 45,541
Account 0528

Tammy, attached please the Grant Agreement for the above referenced. We ended up submitting application for less then anticipated and I have attached an amended budget to reflect this. I have included a copy of the grant application and BOCC information as support documents for your records. Let me know if you have any questions!

Thank you!

Melody

Melody

Amend 2011/2012 ($ 45,541)

Initially Requested & Budgeted $898,889

↓

Amended Budget $853,348

Budget Decrease $45,541

(0528-56300) Capital Infrastructure

10/24/11

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

2011/2012 Budget

SELECTION CRITERIA: 1=1 expledgr.key_orgn='0528'
ACCOUNTING PERIOD: 1/12

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 003 - AIRPORT FUND
FD/DEPT - 0528 - FAA REHAB/RESURFACE RUNWY

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
003-540-542-0528-0528 - FAA REHAB/RESURFACE RUNWY									
53101 PROFESSIONAL SERVICES					.00	.00	.00	BEGINNING BALANCE	
10/01/11	11-1				62,000.00			POSTED FROM BUDGET SYSTEM	
10/19/11	25-1		20120018		18,515.00			CONSTRUCTION SERV	
10/24/11	17-1	20120104-01		5997 AVCON, INC.			80,515.00	ENGINEERING, CONSTRUCTION	
TOTAL	PROFESSIONAL SERVICES				80,515.00	.00	80,515.00		.00
56300 CAPITAL/INFRASTRUCTURE					.00	.00	.00	BEGINNING BALANCE	
10/01/11	11-1				836,889.00			POSTED FROM BUDGET SYSTEM	
10/19/11	25-1		20120018		-18,515.00			CONSTRUCTION SERV	
TOTAL	CAPITAL/INFRASTRUCTURE				818,374.00	.00	.00		818,374.00
TOTAL TOTL/DEPT - FAA REHAB/RESURFACE RUNWY					898,889.00	.00	80,515.00		818,374.00
TOTAL FUND - AIRPORT FUND					898,889.00	.00	80,515.00		818,374.00
TOTAL REPORT					898,889.00	.00	80,515.00		818,374.00

Budget Transfer By M.Cox 10/19/11

11/1/11 (45,541) + .00 = 772,833

Initial Total Budget Amt 10/19/11

(45,541) 11/1/11 Reduction

Amended Budget 11/1/11 +853,348

10-26-11

Decrease Grant Revenue
003-3314113 By (+45,452)
003-3899011 By (89)
(+45,541)

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION *

10-26-11

U.S. Department
of Transportation
**Federal Aviation
Administration**

Orlando Airports District Office
5950 Hazeltine National Dr., Suite 400
Orlando, FL 32822-5003
Phone: (407) 812-6331
Fax: (407) 812-6978

FAA - County

$829,680 FAA Grant
$23,667.37 County match
$853,347.37

$853,348 Total Project Cost (#0528) - FAA Rehabl Reserve Rem

September 8, 2011

Mr. Lonnie Houck
Chairman
Taylor County Commission
201 East Green Street
Perry, Florida 32347

Dear Mr. Houck:

RE: Perry-Foley Airport; Perry, Florida
AIP Number 3-12-0064-011-2011
Grant Offer

We are enclosing the original and one copy of a Grant Offer for AIP Project No. 3-12-0064-011-2011 for Perry-Foley Airport, in response to your Application for Federal Assistance dated September 6, 2011. Your acceptance of this Offer will constitute a Grant Agreement by which the government will participate in the allowable costs of the project amounting to $829,680 (Federal share).

Once the authorized official has executed the Agreement and the official's signature has been notarized and sealed/stamped, the attorney for Taylor County must certify that the Sponsor's acceptance complies with local and state law and constitutes a legal and binding obligation on the part of the Sponsor. Please note that the Agreement is not legal unless the attorney signs it AFTER the Sponsor.

If the terms of this Offer are satisfactory, please execute the document as soon as possible, but not later than September 13, 2011. To assist us in administrative reporting requirements you are requested to notify this office by emailing a PDF of signature page of the grant immediately upon executing the grant. **Only the original executed grant needs to be returned to this office.** The remaining copy is for your file.

Please note that this grant offer may be funded all or in part with funds from the Small Airport Fund.

Please allow approximately 30 days after returning final executed grant to this office before attempting any drawdowns from the letter-of-credit account. If a drawdown is necessary before this time, please contact the Orlando Airports District Office prior to initiating the draw.

Sincerely,

Juan C. Brown
Acting Manager

2 Enclosures

cc: w/enclosure (grant)
Mr. Roland Luster, FDOT/2

DETAIL BUDGET REQUEST
2011-2012 FISCAL YEAR

DEPARTMENT: 0528 FAA Grant Rehab and Resurfacing of Runway 18/36
September 20, 2011

Expenditure Account #	Account Description	Amount	10/19/11 Transfer Ltr Bgt	Amended Should Be @ 11/1/11
56300	Capital Infrastructure	$791,348	(18,515)	+772,833

Rehabilitation and resurfacing of Runway 18/36 at Perry Foley Airport .

53101	Professional Services	$62,000	+ 18,515	+80,515

Construction over site, testing and inspection services for the rehab and resurfacing of Runway 18/36.

TOTAL BUDGET $853,348 ← ? +853,348

Revenue	Amended	
FAA Grant	$829,680	003-3314113 (Initially Budgeted $75,132 Decrease $89.00 003-3899012 (Xfrom 003/airport Funds)
County Match	$23,668	

11/1/11 Decrease -45,452

Total $853,348

10-26-11

6

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to ratify the County Administrator's signature on the 2011-2012 Small County Consolidated Grant Agreement with FDEP.
MEETING DATE REQUESTED:	November 1, 2011

Statement of Issue: **Board to ratify the County Administrator's signature and approve the 2011-2012 Small County Consolidated Grant Agreement with FDEP for the solid waste program.**

Recommended Action: **Ratify the County Administrator's signature and approve grant agreement.**

Fiscal Impact: **The County received a grant in the amount of $70,588 to be used for the solid waste program. No match funds are required.**

Budgeted Expense: **Not applicable.**

Submitted By: **Melody Cox**

Contact: **Melody Cox**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The County has been awarded a grant in the amount of $70,588 through the Florida Department of Environmental Protection Small County Consolidated Solid Waste Management Grant program. The funds are used for the County solid waste management program operating costs including waste tire disposal. The County received the same grant award amount FY 2010-2011.**

Attachments: **2011-2012 Small County Consolidated Grant Agreement with FDEP**

Florida Department of
Environmental Protection
Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard
Jr.
Secretary

2011-2012 SMALL COUNTY CONSOLIDATED GRANT AGREEMENT
FOR STATE ASSISTANCE UNDER SECTION 403.7095(3), FLORIDA STATUTES
PART I - GRANT NOTIFICATION INFORMATION

1. Grant Agreement Number: 230SC 2. Date of Award: August 31, 2011

3. Grant Title: **SMALL COUNTY CONSOLIDATED GRANT**

4. Grant Period: **October 1, 2011 - September 30, 2012**

5. Grant Amount: $70,588

6. CSFA # and Project Name: 37.012/Small County Consolidated Grants

7. Grantee(s): TAYLOR COUNTY
   Address: 201 East Green Street
   Perry, FL 32347

8. Grantee Fiscal Year End: September 30, 2012

9. Federal Employer Identification Number: 596000879

10. Grantee's Authorized Representative:

    Name: Jack R. Brown
    Title: County Administrator
    Phone: 850-838-3553

11. Grantee's Contact Person:

    Name: Melody Cox
    Title: Grants Director
    Address: 201 East Green Street
    Perry, FL 32347
    Phone: 850-838-3553

    Any changes to the contact information shown above must be reduced to writing in the form of a letter sent to the Department's contact person identified in paragraph 13.

12. Total county population from official April 1, 2010 population estimates: 22,570

13. Issuing Office:

    Mr. Bobby Adams, Grant Manager
    Florida Department of Environmental Protection
    Bureau of Solid and Hazardous Waste (MS 4555)
    2600 Blair Stone Road
    Tallahassee, Florida 32399-2400
    (850) 245-8736

PART II – GRANT CONDITIONS

GENERAL CONDITIONS:

1. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $70,588.00 toward the project described in **Attachment A, Grant Work Plan**, for direct costs only. Prior written approval from the Department's Grant Manager shall be required for changes in task budgets between approved budget categories of up to 10% of the total budget amount for the task. The DEP Grant Manager will transmit a copy of the written approval and revised task budget to the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal Change Order to the Agreement. Changes that transfer funds from one task to another or that increase or decrease the total funding amount will require a formal amendment to the Agreement. The Grantee shall be eligible for reimbursement for work performed on or after October 1, 2011 until September 30, 2012.

2. A. The Grantee, using **Attachment B**, **Reimbursement Request Form**, shall submit reimbursement requests upon the completion and submission of deliverables as identified in Attachment A. The Grantee shall submit a final invoice to the Department no later than October 31, 2012, to assure the availability of funds for final payment. An original of the Reimbursement Request Form, with summaries and appropriate contracts attached must be submitted. Reimbursement Request Forms must be signed by the designated authorized representative. This should be the same person who signed the Grant Agreement. If there is a change in the authorized representative during the Grant period, the Department must be notified of the new representative by resolution or minutes of a commission meeting.

   B. As an attachment to the Reimbursement Request Form, the Grantee must provide from its accounting system a listing of expenditures made under this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction (check date), voucher number (if available), check number, amount paid, and vendor name. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. Authorized travel expenses are included in the amount of this Agreement and no additional travel expenses above those included in the allowable items described in paragraph 4 will be authorized. Any requests for reimbursement of authorized travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.

   C. The Grantee shall submit Attachment B, Reimbursement Request Form, in conjunction with progress reports. The Grantee shall utilize **Attachment D, Progress Report Form**, to clearly describe what the expenditures were used for and how such expenditures relate to the allowable items described in Attachment A. To the extent that the expenditures are used for a specific project, the progress report should also include a description of problems encountered, problem resolutions, a financial summary of the project, and any schedule updates.

3. In addition to the requirements in the paragraph above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Grant Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers for fringe benefits. All bills for amounts due under this Grant Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide.

4. A. Expenditures shall be limited to the following items, as specified in Rule 62-716.510, Florida Administrative Code, in accordance with Section 403.7095(3), Florida Statutes:

B. Allowable costs for reimbursement under this Agreement, include:

1. Annual solid waste management program operating costs

2. Purchasing or repairing solid waste scales;

3. Planning;

4. Costruction and maintenance of solid waste facilities; and

5. Recycling and education programs, which may include solid waste management education for employees or the public and recycling demonstration projects.

C. Unallowable costs for reimbursement under this Agreement include:

1. Cell phone expenditures;

2. Indirect, overhead or administrative costs; and

3. Promotional items such as T-shirts and other items promoting the program; and

4. Vehicles, unless authorized by this Agreement or an executed amendment to this Agreement.

D. Specific costs authorized for this Agreement are identified in Attachment A.

5. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes duing the term of this Agreement and for five (5) years following Agreement completion. The Grantee agrees that it will expeditiously initiate and complete the program work for which assistance has been awarded under this Grant Agreement in accordance with all applicable provisions of Florida Statutes and the Florida Administrative Code. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

6. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E** (**Special Audit Requirements**), attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Manager to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section .210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting**, **Attachment F**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment F should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

7. A. The Department has the right to terminate a Grant award and demand refund of Grant funds for non-compliance with the terms of the award, Section 403.7095, Florida Statutes, or the Solid Waste Grants Program Rule, Chapter 62-716, Florida Administrative Code. Such action may also result in the Department declaring the local government ineligible for further participation in the program until the local government complies with the terms of the Grant award. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

8. The Grantee shall obtain all necessary construction-related permits before initiating construction.

9. The State of Florida's performance and obligation to pay under this Grant Agreement is contingent upon an annual appropriation by the Legislature.

10. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.

11. Pursuant to Section 216.347, Florida Statutes, the Grantee is prohibited from using Grant funds for the purpose of lobbying the Legislature, the judicial branch, or a State Agency.

12. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Grant Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers'

Compensation law. In case any class of employees engaged in hazardous work under this Grant Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

13. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

14. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

15. The Grantee covenants that it presently has no interest and shall not acquire any interest, which would conflict in any manner or degree with the performance of services required.

16. Reimbursement for equipment or vehicle purchases costing $1,000 or more is not authorized under the terms and conditions of this Project Agreement.

17. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

18. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

19. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a Grantee, contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

20. A. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

B. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

C. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

21. The Grantee shall comply with all applicable federal, state and local rules and regulations in conducting the project funded under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Grant Agreement.

22. The Department may at any time, by written order designated to be a change order, make any change in the contact information identified in Section I of this Agreement. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

23. Land acquisition is not allowed under the terms of this Agreement.

24. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

25. This Agreement represents the entire Agreement of the parties. Any alterations, variations,changes, modifications or waivers of provisions of this Agreement shall only be valid when theyhave been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

PART III - OFFER AND ACCEPTANCE

The State of Florida, acting by and through the Department of Environmental Protection, hereby offers assistance to the county of TAYLOR for all allowable costs incurred up to and not exceeding $70,588.00.

THE STATE OF FLORIDA BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION:

Secretary or designee _____ Date _____

Approved as to form and legality:

This form has been pre-approved as to
Form and legality by Chris McGuire,
Senior Assistant General Counsel, on
July 28, 2011 for use for one year.

In accepting this award and any payments made pursuant thereto, (1) the undersigned represents that they are duly authorized to act on behalf of the recipient county, and (2) the Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT COUNTY:

Signature of Authorized Representative _____ Date _____
Jack R. Brown
County Administrator

Please return to:

Department of Environmental Protection
Bureau of Solid and Hazardous Waste
Solid Waste Section - M.S. # 4555
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (# Pages)
Attachment	B	Reimbursement Request Form and Instructions (2 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (2 Pages)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	Certification of Applicability to Single Audit Act Reporting (3 Pages)

ATTACHMENT A
GRANT WORK PLAN

Project Title: 230SC-TAYLOR COUNTY - *Small County Consolidated Grant Agreement*

Project Location: *Taylor County Florida*

Project Background: *The Taylor County Board of County Commissioners provides recycling services and waste tire disposal for residents and businesses in the City of Perry and for the unincorporated areas of Taylor County. The Small County Consolidated Grant, administered by the Florida Department of Environmental Protection provides partial funding of the program(s) Both programs are necessitated by Legislative action (Solid Waste Management Act of 1988).*

Project Objectives: *Provide a list of objectives, in bullet format, expected to be achieved as a result of funding/completing this proposed project.*

- Objective 1: Collection of recyclable material in Taylor County
- Objective 2: Disposal of waste tires in Taylor County
- Objective 3: Provide Office Supplies.
- Objective 4:
- Objective 5:

Project Description: *The Taylor County Recycling program provides recycling services for county residents and small businesses. Materials such as old newspaper (ONP), corrugated cardboard (OCC), plastic (PETE, HDPE), aluminum cans and metal (ferrous and non-ferrous) are collected throughout the county and brought to a central facility for processing. The materials are either bulked or baled and shipped to a large processor (Newark Recycled Fibers) for final disposition. An FDEP grant of $70,588 provides for partial funding of the program.*

1. ***Task:*** Recycling services for residents and businesses.
   COST: *Total annual cost of project for fiscal 2011-2012 - $188,618*
   1a. Deliverable: Collect recyclable materials within the county.
   Completion Date: *September 30, 2012*
   Budget Information: *(provide the following information for the budget for each task):*
   Salaries: *3 full time recycling personnel; cost for2@2080 hours and 1 at 1560 hours = $50,239.*
2. ***Task*** – Waste Tire Disposal.
   2a. Deliverable: Waste Tire Disposal – funding for approx.100 tons of waste tires = $20,000.
3. ***Task:*** *Office supplies – 10 cases of copy paper @$34.90 = $349.*
   3a. Deliverable: Supplies for Reports.

Project Tasks/Deliverables: *Identify by task, start date, and completion date. Identify deliverables to result from this project. (Examples include: reports, manuals, videos, maps, BMPs installed, meetings, field days, issued permits, quality assurance plans, something as proof that the task was completed, etc.) Identify dates for providing the deliverables on a schedule after the date of agreement execution. Format should appear as follows:*

Task No.	Task Title	Start	Complete	Deliverable	Deliverable Due Dates
1	Recycling Collection Services	10/01/11	09/30/12 or When Grant Funds Expended	Reports of collected Material amounts. Time Log of personnel	Quarterly Progress Reports Jan. 30th, April 30th, July 30th, Oct. 30th.
2	Waste Tire Disposal	10/01/11	09/30/12 or When Grant Funds Expended	Reports of collected Material amounts.	Quarterly Progress Reports Jan. 30th, April 30th, July 30th, Oct. 30th.
3	Office Supplies	10/01/11	09/30/12 or When Grant Funds Expended	Invoice for paper to produce reports.	Quarterly Progress Reports Jan. 30th, April 30th, July 30th, Oct. 30th.

Project Budget: *Detailed budgets must be submitted to support the budget information summarized in this section. Detailed budgets should be developed on a task-by-task basis. Budget information supporting all match expected for this project must also be provided.*

Budget Category	DEP Funding Amount	Matching Funds and Source	
		Funding Amount	Source of Funds
Salaries:	$50,239		
Fringe Benefits:			
Travel:			
Contractual Services:			
Equipment Purchases			
Supplies/Other Expenses	$20, 349		
Land			
Indirect:			
Total:	$50,788		
Total Funding Amount:	$50,788		
% Match:			

Project Budget Narrative:

4. ***Task:*** *Recycling services for residents and businesses.*
COST: *Total annual cost of project for fiscal 2011-2012 - $188,618*
1a. Deliverable: *$70,588 (FDEP grant)*
Completion Date: *September 30, 2012*
Budget Information: *(provide the following information for the budget for each task):*
Salaries: *3 full time recycling personnel; cost for2@2080 hours and 1 at 1560 hours = $50,239.00*
Supplies/Other Expenses:
Office supplies – 10 cases of copy paper @$34.90 = $349.00
Waste Tire Disposal – funding for approx.100 tons of waste tires = $20,000.00

Total Budget by Task: *The tasks identified here should agree with the tasks identified and described above.*

	Task	DEP Funding	Matching Funds and Source	
			Matching Funds	Source of Funds
1	Recycling Services	$50,239.00		
2	Office Supplies (Paper)	349.00		
3	Waste Tire Disposal	20,000.00		
4				
5				
6				
	Total:	$70,588		
	Project Total:	$70,588		

Measures of Success: Taylor County has maintained a recycling rate of 21-24% for a number of years as reported to FDEP in the annual Solid Waste Management report. It is expected that next year's report will reflect an equal or higher percentage

ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

Grantee: Taylor County
Mailing Address: _____

_____

DEP Agreement No.: 230SC
Date Of Request: _____

Reimbursement Amount Requested:$ _____

Grantee's Grant Manager:

_____

Payment Request No.: _____

Performance Period: _____

Task No.: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS
Salaries	$	$
Fringe Benefits	$N/A	$N/A
Travel (if authorized)	$N/A	$N/A
Subcontracting:	$	$
Waste Tire Disposal:	$	$
Scale Maintenance Agreement:	$N/A	$N/A
Equipment Purchases:	$N/A	$N/A
	$	$
Supplies/Other Expenses:	$	$
TOTAL AMOUNT	$	$
GRANT AWARD AMOUNT	$70,588	
Less Total Cumulative Payments of:	$	
GRANT AWARD BALANCE	$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
DEP AGREEMENT NO.: This is the number on your grant agreement.
DATE OF REQUEST: This is the date you are submitting the request.
TASK AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.
TASK NO.: Enter the number of the task that you are requesting payment for.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out for this task during the invoice period for which you are requesting reimbursement. This must agree with the budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been claimed to date for reimbursement by budget category. The final report should show the total of all payments; first through the final payment (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

ATTACHMENT C

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

For contracts between state agencies, and for contracts between universities, alternative documentation may be submitted to substantiate the reimbursement request. This may be in the form of FLAIR reports or other similarly detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	230SC		
Grantee Name:	Taylor County		
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:			

Provide a description of what expenditures were used for and how such expenditures relate to one of the allowable items described in the Grant Agreement.

If expenditures were used for a specific project, include how the expenditures relate to the specific project, a description of any problems encountered and problem resolutions.

Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., photographs of equipment purchased or work accomplished, etc.)

Provide actual costs to date:

Expenditure Category	Amount of Expenditures Prior to this Reporting Period	Amount of Expenditures for this Reporting Period	Total of Amount of Expenditures to Date
Salaries			
Fringe Benefits			
Travel			
Subcontracting			
Equipment			
Supplies/Other Expenses			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. 230SC and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Solid Waste Management Trust Fund, Line Item 1703AA	2011-2012	37.012	Small County Consolidated Grants	$70,588	140134
230SC						

Total Award	$70,588	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT F

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year: $_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year: $_____

Please identify grants to be included in the Single Audit that are provided by the Department of Environmental Protection

CSFA#	CFDA#	DEP GRANT AGREEMENT NUMBER

CERTIFICATION STATEMENT:

CERTIFICATION STATEMENT:
I hereby certify that the above information is correct.

_____ _____

Signature Date

_____

Print Name and Position Title

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: **Month/Year** TO: **Month/Year**

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

$_____

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

   Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

   Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

   Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

   Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

   Answer: No, you do not have to submit your audit unless you are over the threshold of $500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine. You must submit a paper copy of your audit, we cannot receive it electronically.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

   Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

   Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us

7

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE 2011-2012 FIRST QUARTER EXPENDITURE REPORTS FOR THE EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE (EMPA) AND EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) BASE GRANTS, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR.
MEETING DATE REQUESTED:	11/1/11

Statement of Issue: Taylor County's Emergency Management is required to submit quarterly expenditure reports to maintain base grant funding.

Recommended Action: Ratify the County Administrator's signature

Fiscal Impact: $19,166.21

Budgeted Expense: Yes

Submitted By: Dustin Hinkel, EM Director

Contact: 850-838-3500 ext 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Grant funds make up approximately 92% of the Department's operating budget.

Options:

Attachments: EMPA Reimbursement Request FORM 1, EMPG Reimbursement Request FORM 1

Claim # _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT

FORM 1
FINANCIAL REPORT/REIMBURSEMENT REQUEST

County Taylor **Date of Claim** 10/24/11

Address 201 E Green St

Perry, FL 32347

Point of Contact Dustin Hinkel **Telephone Number** (850) 838-3500 ext 7

EMPG Base Grant Agreement No. 12-FG-R3-03-72-01-129

Period of: 7/1/2011 **through** 9/30/2011

	CURRENT CLAIM	CUMULATIVE CLAIMS
1. Organizational Expenditures	$ 10,729.09	$ 10,729.09
2. Planning Expenditures		
3. Training Expenditures		
4. Exercise Expenditures		
5. Equipment Expenditures		
6. Management and Administration Costs - limited to 3% of the total award		
7. TOTAL FOR THIS PERIOD	$ 10,729.09	$ 10,729.09

NOTE: FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.

I hereby certify that ~~the above~~ represents true and valid costs incurred in accordance with the grant agreement.

Signed _____
Grantee Contact Manager or Financial Officer

Title JACK R. BROWN COUNTY ADMINISTRATOR TAYLOR COUNTY, FL 201 E. GREEN ST. PERRY, FL 32347

Date 10/24/11

TOTAL AMOUNT TO BE PAID ON THIS INVOICE

$ _____
(To be completed by DEM)

THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY PAYMENT

Total EMPG (Federal) Amount		
Prior Payment(s)		
This Payment		
Unexpended Funds		

Claim # _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE BASE GRANT PROGRAM

FINANCIAL REPORT/REIMBURSEMENT REQUEST

County ___Taylor_____ **Date of Claim** _____

Address ____201 E Green St_____

_____Perry, FL 32347_____

Point of Contact ____Dustin Hinkel_____ **Telephone Number** ___(850) 838-3500 ext 7_____

EMPA Base Grant Agreement No. __12-BG-05-03-72-01-062_____

Period of: 7 / 1 /11 **through** 9 /30 /11

	CURRENT CLAIM	CUMULATIVE CLAIMS
1. SALARY AND BENEFITS	$ 1,019.30	$ 1,019.30
2. OTHER PERSONAL/CONTRACTUAL SERVICES (OPS)	$ -	$ -
3. EXPENSES	$ 6,401.45	$ 6,401.45
4. OPERATING CAPITAL OUTLAY (OCO)	$ -	$ -
5. FIXED CAPITAL OUTLAY (FCO)	$ 1,016.37	$ 1,016.37
6. TOTAL FOR THIS PERIOD	$ 8,437.12	$ 8,437.12

NOTE: FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES. (SEE INSTRUCTIONS ON PREVIOUS PAGE.) FOR DEFINITION OF EXPENDITURE CATEGORIES #1-5, SEE ATTACHMENT A OF THIS PACKAGE.

I hereby certify that the above represents true and valid costs incurred in accordance with the grant agreement.

Signed _____
Grantee Contact Manager or Financial Officer
JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

Title _____

Date 10/25/11

TOTAL AMOUNT TO BE PAID ON THIS INVOICE

$_____
(To be completed by DEM)

THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY PAYMENT

Total EMPA (State) Amount		
Prior Payment(s)		
This Payment		
Unexpended Funds		

(8)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER APPROVAL OF UPDATE TO FEMA/STATE PUBLIC ASSISTANCE APPLICANT'S AGENT DESIGNATION FORM, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR.
MEETING DATE REQUESTED:	11/1/11

Statement of Issue: Taylor County's Agent Designation Form for State and Federal Public Assistance has not been updated since 2004.

Recommended Action: Approve the updated Form

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: Dustin Hinkel, EM Director

Contact: 850-838-3500 ext 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Designation of applicant agents was last made in 2004.

Options:

Attachments: Updated Designation Form, Previous Designation Form

DESIGNATION OF APPLICANT'S AGENT
FEMA/STATE PUBLIC ASSISTANCE PROGRAM
Florida Division of Emergency Management (Grantee)

Applicant
Taylor County Board of County Commissioners

Primary Agent	Secondary Agent
Agent's Name Dustin Hinkel	Agent's Name Jack Brown
Organization Taylor County Board of County Commissioners	Organization Taylor County Board of County Commissioners
Official Position Emergency Management Director	Official Position County Administrator
Mailing Address 201 E. Green St	Mailing Address 201 E. Green St
City ,State, Zip Perry, FL 32347	City ,State, Zip Perry, FL 32347
Daytime Telephone (850) 838-3500 option 7	Daytime Telephone (850) 838-3500 option 7
Facsimile Number (850) 838-3501	Facsimile Number (850) 838-3501
E-mail Address dustin.hinkel@taylorcountygov.com	E-mail Address jack.brown@taylorcountygov.com

The above Primary and Secondary Agents are hereby authorized to execute and file Application for Public Assistance on behalf of the Applicant for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Applicant in all dealings with the State of Florida Grantee for all matters pertaining to such disaster assistance required by the agreements and assurances printed on the reverse side hereof. Additional authorized contacts may be registered on the Grantee's PA Website (www.floridapa.org) for full or read only access by the above authorized Agents.

Chief Financial Officer	Applicant Head Authority
Name Annie Mae Murphy	Official's Name Commissioner Lonnie Houck
Organization Taylor County Clerk of Court	Organization Taylor County Board of County Commissioners
Official Position Clerk of Court	Official Position Chairman, Taylor County Board of County Commissioners
Mailing Address P.O. Box 620	Mailing Address 201 E. Green St
City ,State, Zip Perry, FL. 32348	City ,State, Zip Perry, FL 32347
Daytime Telephone 850-838-3506	Daytime Telephone (850) 838-3500
Facsimile Number (850) 838-3540	Facsimile Number (850) 838-3501
E-mail Address	E-mail Address

Applicant's State Cognizant Agency for Single Audit purposes::
Florida Department of Community Affairs

Applicant's Fiscal Year (FY) Start
Month: 10 **Day:** 1

Applicant's Federal Employer's Identification Number (EIN)
59 - 6000879

Applicant's FIPS Number (If Known)
123 - 99123 - 00

Applicant Head Authority Signature

APPLICANT ASSURANCES

The applicant hereby assures and certifies that he will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and 44 Code of Federal Regulations, Part 13, as they relate to the application, acceptance and use of Federal funds for this Federally-assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; 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.

2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.

3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.

4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.

5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.

6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.

7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.

10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.

11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.

15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.

17. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.

18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.

19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.

20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.

21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.

23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.

24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

ARTICLE XXIV. Attachments.

A. All attachments to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.

B. In the event of any inconsistencies between the language of this Agreement and the Attachments to it, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

C. This Agreement has the following attachments:

1. Attachment A "Request for Advance"
2. Attachment B "Summary of Projected Expenditures"
2. Attachment C "Request for Reimbursement"
2. Attachment D "Summary of Documentation of Expenses Claimed"
3. Attachment E "Quarterly Report Form"
4. Attachment F "Subgrantee Annual Budget Projection Form"

Note: All other grant administrative and electronic forms will be provided by Grantee as necessary or posted on the DEM website: www.floridapa.org.

ARTICLE XXV. Notice and Contact. All notices under this Agreement shall be in writing and shall be delivered by Internet, by telefacsimile, by hand, or by certified letter to the following respective addresses.

FOR THE GRANTEE:
W. Craig Fugate, Director
Division of Emergency Management
Department of Community Affairs
2555 Shumard Oak Blvd
Tallahassee, Florida 32399-2100

FOR THE SUBGRANTEE:
Roy D. Woods
Emergency Management Director
108 N. Jefferson St
Perry, FL 32347

ARTICLE XXVI. Designation of Agent. Subgrantee hereby designates Roy Woods as its primary agent, and designates Buddy Humphers as its alternate agent, to execute any Request for Advance or Reimbursement, certification, or other necessary documentation.

IN WITNESS HEREOF, the Grantee and Subgrantee have executed this Agreement:

FOR THE GRANTEE:

DEPARTMENT OF COMMUNITY AFFAIRS,
State of Florida, By:

Frank J. Kautzmik

W. Craig Fugate, Director
Division of Emergency Management

12-1-04
(Date)

Public Assistance Program
Program

FOR THE SUBGRANTEE:

(Subgrantee)

(Name)

Chairperson
(Title)

11/10/04
(Date)

59-6000879
Federal Employer Identification Number (FEIN)

9

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	The Board to Receive Florida Model Jail Standards Annual Inspection Results from Inspection Conducted October 11, 2011 as agendaed by Jack Brown, County Administrator
MEETING DATE REQUESTED:	November 1, 2011

Statement of Issue: Attached is a copy for your review of the recent Florida Model Jail Standards Annual Inspection provided to the Board by Lt. Scott Welch and Sheriff Bummy Williams. The Jail was found in full compliance.

Recommended Action: Motion to receive the report.

Fiscal Impact: None

Budgeted Item: N/A

Submitted By: Jack R. Brown, County Administrator

Contact: **(850) 838-3500, Ext 7.**
County.admin@taylorcountygov.corn

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: See above

Options: Receive the Report/Comment

Attachments: Florida Model Jail Standards, Annual Inspection Report, dated October 11, 2011.

October 11, 2011

Captain Richard Johnson
Jail Administrator
Taylor County Jail 589 HWY 27 East
Perry, Florida 32347

Re: F.M.J.S. Annual Inspection

Dear Captain Johnson,
Enclosed is a copy of the Florida Model Jail Standards Inspection Report resulting from my October 11, 2011 inspection.

As always, I was impressed with the cleanliness and the orderly operation of the jail, as well as the professionalism displayed by the personnel with whom I had contact with.

During the course of the inspection, The Taylor County Sheriffs Office, Department of the Jail, was found to be in full compliance with Florida Model Jail Standards.

Once again, thank you and Lt. Welch for the assistance and hospitality showed during the inspection. If I can be of further assistance to you in the future, or if you have any question, please do not hesitate to call me.

Sincerely,

Deputy Jinean English

FLORIDA MODEL JAIL STANDARDS

ANNUAL ADULT FACILITY INSPECTION REPORT

Part I – Facility Identification

Name of Facility: Taylor County Sheriff's Office

Facility Type: Adult Detention

Mailing Address: 589 Hwy 27 East Perry, FL. 32348

City: Perry County: Taylor Phone: 850-584-4333

Agency Head: Bummy Williams Facility Administrator: Richard Johnson

Chairperson – County Commission: Lonnie Houck

Chairperson or Mayor – City Council: Emily Ketring

Date and time of Inspection: 10/11/2011 @0900

Inspector(s) and Agency:

(Please attach additional sheets as needed and ensure all participating inspectors are listed.)

1. Deputy Jinean English
2.
3.
4.
5.
6.
7.
8.
9.

Population on date of inspection: 78

Date of Last Inspection: November 8,2010

Average Daily Population for the Preceding 12 Month Period: 84

Maximum Rated Capacity: 184

Housing:

a. Number of Beds: 184

b. Single Occupancy Cells: 4

c. Multiple Occupancy Cells: 44

d. Number of Dormitories: 16

Date Facility was Constructed: 1991

Date of Last Renovation: n/a

Are there any plans for new construction? Yes ☐ No ☒

If yes, please provide details: (Attach additional sheets as needed)

Is the facility under any court order? Yes ☐ No ☒

If yes, please provide details: (Attach additional sheets as needed)

		Male	Female
Facility Staff:	Certified Staff	12	14
	Non-Certified Staff	1	1
	TOTALS	**13**	**15**

FLORIDA MODEL JAIL STANDARDS

ANNUAL FACILITY INSPECTION REPORT

Part II - Standards' Assessment

Note: A "Yes" response indicates compliancy with the applicable standard. Non-compliance of any bold printed questions shall be considered serious violations.

GENERAL PROVISIONS

		YES	NO	N/A
1.	Are inmates held no longer than eight (8) hours in holding cells without documentation justifying the extension and including 15 minute documented checks? Sec. 2.01 (f) (1) (2)	☒	☐	☐
2.	Are all policies and procedures formally reviewed at least annually and updated as needed? Sec. 2.10	☒	☐	☐
3.	Are appropriate Inspection Reports, Corrective Action Plans, Responses, and all other reports and/or documents related to previous facility inspections up to date and on file? Sec. 2.06	☒	☐	☐
4.	***Are personnel trained in CPR and first aid care on duty at all times as required by FSS 943? Sec. 20.7 (a) (5) and 7.08.***	☒	☐	☐
5.	Are there written procedures addressing:			
a.	The detection, prevention, reduction or punishment of sexual abuse inmates. Sec. 2.17	☒	☐	☐
b.	The safety and treatment needs of inmates who have been a victim of a sexual act. Sec. 2.17	☒	☐	☐
c.	The discipline and prosecution of any person who perpetrate sexual acts upon inmates. 2.17	☒	☐	☐
6.	Is new employee orientation and annual refresher training being provided to staff covering required topics in section 2.17 (a)?	☒	☐	☐
7.	Are inmates being provided information required in section 2.17 (b)?	☒	☐	☐

Comments: (Attach additional sheets as needed)

ADMISSION, CLASSIFICATION, AND RELEASE

		YES	NO	N/A
8.	Does the facility comply with Title II of the Americans with Disabilities Act? Sec. 2.18			
9.	During the classification process, is each inmate given or provided access to a copy of the Rules and Regulations of the facility? Sec. 4.06	☒	☐	☐
10.	Are all established rules, regulations and legal procedures met and any questions clearly resolved as to inmate admissions? Sec. 4.01	☒	☐	☐
11.	Is each inmate searched by a certified staff member upon admission, subject to F.S.S. 901.211? Sec. 4.03	☒	☐	☐
12.	During the admission and booking process, are inmates examined for contraband and permitted to bathe? Sec. 4.02	☒	☐	☐
13.	Are body cavity searches only conducted by licensed medical personnel? Sec. 4.03	☒	☐	☐
14.	When a body cavity search is conducted, is a complete report written and given to the Officer-in-Charge? Sec. 4.03	☒	☐	☐
15.	Unless medically cleared, unconscious, seriously ill, or seriously injured persons are not admitted to the facility? Sec. 4.04	☒	☐	☐
16.	Are male staff present to admit male inmates and female staff present to admit female inmates? Sec. 4.05	☒	☐	☐
17.	Is a female correctional officer on duty at all times when female inmates are housed? Sec. 4.05	☒	☐	☐
17.	Are inmate admission records compiled and maintained on each inmate and contain: Sec. 407			
a.	Full name and known alias	☒	☐	☐
b.	Age, date of birth, sex	☒	☐	☐
c.	Date admitted	☒	☐	☐
d.	Race	☒	☐	☐
e.	Height	☒	☐	☐
f.	Weight	☒	☐	☐
g.	Specific reason for custody	☒	☐	☐
h.	Name of attorney, if known	☒	☐	☐
i.	Signature of person(s) delivering and receiving inmate	☒	☐	☐
j.	Written inventory of items taken from inmate	☒	☐	☐

		YES	NO	N/A
k.	Current or last known address	☒	☐	☐
l.	Next of kin of inmate	☒	☐	☐
m.	Marital status	☒	☐	☐
n.	Religion	☒	☐	☐
19.	Are all persons booked into the facility photographed and fingerprinted? Sec. 4.08	☒	☐	☐
20.	Is inmate personal property safeguarded and receipts signed by staff and inmate? Sec. 4.07 (j)	☒	☐	☐
21.	During the admission process, are inmates given access to a telephone to call attorney, family members or others? Sec. 4.09	☒	☐	☐
22.	As soon as practical following the admission, are inmates classified? Sec. 4.10	☒	☐	☐
23.	Is classification criteria incorporated into the inmate rules and regulations as to housing, programs and privileges? Sec. 4.13	☒	☐	☐
24.	Are personal records maintained and kept confidential from other inmates and contain: Sec. 4.14			
a.	Legal authority for commitment	☒	☐	☐
b.	All information contained in the booking record	☒	☐	☐
c.	Classification information and progress reports	☒	☐	☐
d.	Sustained disciplinary reports including investigation and disposition	☒	☐	☐
e.	All absences from the facility	☒	☐	☐
f.	Photographs, when taken	☒	☐	☐
g.	Record of any detainer or other civil or criminal process	☒	☐	☐
h.	Personal property records	☒	☐	☐
i.	Date and terms or conditions of release, the authority for release and signature of the releasing employee.	☒	☐	☐
25.	Is the classification process a uniform process for all inmates? Sec. 4.15	☒	☐	☐
26.	Does the classification process follow an inmate throughout his/her incarceration? Sec. 4.15	☒	☐	☐
27.	Is there written procedures for legally releasing inmates and positive identification? Sec. 4.16	☒	☐	☐
28.	At the time of release, does the inmate sign for the return of	☒	☐	☐

his/her property and is the receipt countersigned by an employee? Sec. 4.17

Comments: (Attach additional sheets as needed)

If a body cavity search is needed, the inmate is transported to the nearest hospital.

HOUSING

		YES	NO	N/A
29.	Do housing areas conform to applicable standards in Section 12 of F.M.J.S. Sec. 5.01	☒	☐	☐
30	Are dangerous felons housed separate from misdemeanants? Sec. 5.03(b)	☒	☐	☐
31.	Does close supervision of special inmates include regular, documented physical sight checks by correctional officers or medical personnel at intervals not to exceed 15 minutes? Sec. 5.04	☒	☐	☐
32.	Until such time as the health authority determines in writing, inmates identified as suicidal are not housed in single cells unless they are directly observed 24 hours per day with documented 15 minute checks. Sec. 5.04	☒	☐	☐
33.	Is special housing for medical reasons provided to inmates upon orders of the health authority? Sec. 5.04	☒	☐	☐
34.	Are persons brought to the facility for detoxification reasons housed in an area designed for that use and are held only so long to meet statutory requirements? Sec. 5.05	☒	☐	☐
35	Are inmates assigned housing based upon classification with special attention paid to a demonstrated history of, or exhibit aggressiveness towards other inmates? Sec. 5.06	☒	☐	☐
36.	Inmates are not subjected to discrimination except that males and females are housed separately? Sec. 5.07	☒	☐	☐
37.	Do all sinks provide cold and either hot or tempered running water? Sec. 5.08 (c) (5)	☒	☐	☐
38.	Do all showers provide tempered running water, under pressure, that is thermostatically controlled to temperatures ranging from 100 degrees to 120 degrees Fahrenheit? Sec. 5.08 (c) (5) and 1.46.	☒	☐	☐
39.	Are cells adequately ventilated and illuminated? Sec. 5.08 (b) (4) (5) (c) (1) (2)	☒	☐	☐
40.	Are accommodations for reading and writing available for use during non-sleeping hours? Sec. 5.08 (c) (6)	☒	☐	☐
41.	Is each inmate provided reasonable access to toothpaste, toothbrush, shaving equipment, a comb, soap and a clean towel upon admission and thereafter, if indigent? Sec. 5.08 (d)	☒	☐	☐

		YES	NO	N/A
42.	Are female inmates provided necessary hygiene items? Sec. 5.08 (e)	☒	☐	☐
43.	Is hair grooming services made available for inmates? Sec. 5.08 (f)	☒	☐	☐
44.	Are inmates required to bathe at least twice weekly? Sec. 5.08 (g)	☒	☐	☐
45.	Are drinking cups provided unless bubblers or fountains are available? Sec. 5.08 (h)	☒	☐	☐
46.	Are inmates in general population allowed to bathe daily? Sec. 5.08 (i)	☒	☐	☐
47.	Are sink, toilet, water fountains, and floor drains kept in good repair? Sec. 5.08 (j)	☒	☐	☐
48.	Are utility closets, pipe chases, and corridors kept clean and free of clutter? Sec. 5.08 (k)	☒	☐	☐
49.	Is inmate property stored in an orderly manner? Sec. 5.08 (l)	☒	☐	☐

Comments: (Attach additional sheets as needed)

FOOD SERVICES

		YES	NO	N/A
50.	Do Food Service operations conform to acceptable standards of H.R.S. Rule 64E-11? Sec. 6.01	☒	☐	☐
51.	***Employees or inmates are not allowed to work in any food service area if known to have a communicable disease, open wound, sore or respiratory infection. Sec. 6.02***	☒	☐	☐
52.	Are clean outer garments worn by food service workers and a high degree of personal hygiene maintained? Sec. 6.02	☒	☐	☐
53.	Is food prepared or supervised by an employee trained in culinary services and holding a Professional Food Manager certification as required by Chapter64E-11 F.A.C.? Sec. 6.03	☒	☐	☐
54.	Are inmates given three wholesome, nutritious meals per day? Sec. 6.04	☒	☐	☐
55.	Do no more than 14 hours pass between the evening meal and the morning meal? Sec. 6.04	☒	☐	☐
56.	***Are modified diets prepared and served when ordered by a physician or designee? Sec. 6.05 (b)***	☒	☐	☐
57.	Are records of meals maintained for one (1) year? Sec. 6.05 (c)	☒	☐	☐
58.	Food is not used as a disciplinary measure; however, an inmate may be placed upon a SPECIAL MANAGEMENT MEAL program approved by a physician or qualified medical staff member. Sec. 6.05 (e)	☐	☐	☒
59.	Does the Officer-in-Charge or designee make weekly, documented inspections of the food service area and take corrective action, documenting the same? Are these reports maintained for one (1) year? Sec. 6.06	☒	☐	☐
60.	Are food supplies not in use maintained in a clean, well ventilated room, free from vermin? Sec. 6.07	☐	☐	☒
61.	***Is a separate storage area maintained for cleaning compounds, soaps, waxes, insecticides and is kept locked? Sec. 6.07***	☒	☐	☐
62.	Is delivery of food supervised by an employee, using common sanitary measures? Sec. 6.08	☒	☐	☐
63.	If drinking cups are allowed in the cell, are inmates allowed to exchange or clean them once a day? Sec. 6.08	☒	☐	☐

		YES	NO	N/A
64.	Is food service equipment kept clean and in good repair? Sec. 6.09	☒	☐	☐
65.	***Is there a procedure to account for cutlery equipment? Sec. 6.11***	☒	☐	☐

Comments: (Attach additional sheets as needed)

The Taylor County Jail contracts with the Department of Corrections for all food service.

The Taylor County Jail does not utilize the management meal.

CLOTHING AND BEDDING

		YES	NO	N/A
66.	Are inmates provided a fire retardant mattress and pillow that meets Florida Fire Marshal's Standards and is in good repair, a pillow case, sheets, and blanket as needed? Sec. 8.01	☒	☐	☐
67.	Are linens laundered at least once per week? Sec. 8.02	☒	☐	☐
68.	Do inmates have the opportunity to have clothing laundered at least twice per week? Sec. 8.05	☒	☐	☐
69.	Are uniforms and linens washed prior to re-issue? Sec. 8.02 and 8.05	☒	☐	☐
70.	If clothing is issued, do inmates held beyond first appearance receive an issue? Sec. 8.05	☒	☐	☐
71.	When an inmate has no funds and needs shoes, are they provided? Sec. 8.06	☒	☐	☐
72.	Are inmates, who are on work status, issued clothing and footwear appropriate to their job? Sec. 8.06	☒	☐	☐
73.	Are inmates deprived of clothing and bed linens only to protect them from inflicting injury to themselves or others? Sec. 8.07	☒	☐	☐
74.	If clothing and linens are taken from an inmate, is a record maintained identifying the reason and length of time for such deprivation? Sec. 8.08	☒	☐	☐

Comments: (Attach additional sheets as needed)

PROGRAMS

		YES	NO	N/A
75.	Does at least one employee in each facility act as a liaison between the facility and community groups that offer needed programs and services? Sec. 9.01	☒	☐	☐
76.	Are all representatives of outside agencies and volunteers familiar with facility rules and regulations and have agreed in writing to comply? Sec. 9.02	☒	☐	☐
77.	If correspondence is denied, is the inmate given a written reason for the denial? Sec. 9.03 (d)	☒	☐	☐
78.	Is incoming privileged mail opened only in the presence of the inmate? Sec. 9.03 (e)	☒	☐	☐
79.	Is outgoing privileged mail held no longer than 72 hours pending verification of being properly addressed and it is not opened? Sec. 9.03 (f)	☒	☐	☐
80.	Is inmate mail, incoming and outgoing, handled without delay and received only through the facility? Sec. 9.03 (h)	☒	☐	☐
81.	Are indigent inmates provided with stamps and writing materials? Sec. 9.03 (g)	☒	☐	☐
82.	Are there no list of correspondents and no limit on incoming mail that may be received? Sec. 9.03 (i)	☒	☐	☐
83.	Are rules and regulations pertaining to conduct at visitation and the hours of visitation posted for inmates and visitors? Sec. 9.04(a)	☒	☐	☐
84.	Does each inmate in general population have the opportunity for visitation for at least two hours per week? Sec. 9.04 (a)	☒	☐	☐
85.	Are all visitors required to register recording name, address, and relationship to the inmate? Sec. 9.04 (c)	☒	☐	☐
86.	Non-sentenced inmates are not required to work more than is necessary to maintain cleanliness and order in their housing and living areas. Sec. 9.05(a)	☒	☐	☐
87.	Inmates are not required to work more than 10 hours per day, but may do so if voluntary. Sec. 9.05 (b)	☒	☐	☐
88.	Do working inmates have supervision in keeping with their custody status, while outside the secure facility? Sec. 9.05 (c)	☒	☐	☐
89.	Are inmate workers checked by staff to ensure security and accountability? Sec. 9.05 (c)	☒	☐	☐

		YES	NO	N/A
90.	Do inmates working voluntarily for charitable or nonprofit organizations have prior written authorization from the Officer-in-Charge? Sec. 9.05 (f) (2)	☒	☐	☐
91.	Prior to being assigned to a work program, is an inmate first medically cleared by the health authority in accordance with the Americans with Disabilities Act? Sec. 9.05 (g)	☒	☐	☐
92.	Is outdoor exercise, weather permitting, allowed for a minimum of three (3) hours per week? Sec. 9.06 (a)	☒	☐	☐
93.	Is space and staffing sufficient to allow for group or individual activities? Sec. 9.06 (b)	☒	☐	☐
94.	Does each inmate have reasonable access to a telephone at reasonable times? Sec. 9.08	☒	☐	☐
95.	At a minimum, do pro-se inmates, have reasonable access to legal material to assist them in filing any type of action cognizable in Florida courts? Sec. 9.09	☒	☐	☐
96.	Do all inmates, regardless of gender, have equal access to programs, privileges, exercise, visitation, and work release opportunities? Sec. 9.10	☒	☐	☐

Comments: (Attach additional sheets as needed)

PRIVILEGES

		YES	NO	N/A
98.	If a commissary has been established, has an inmate welfare fund also been established? Sec. 10.01 (a)	☒	☐	☐
99.	If inmates are allowed to have cash, has a limit been set in writing and all monies found on an inmate in excess of that amount confiscated and placed in the inmate welfare fund? Sec. 10.01 (a)	☐	☐	☒
100.	Does the commissary shopping list clearly show prices and any special condition of sale? Sec. 10.01 (a)	☒	☐	☐
101.	If valuable items are sold through the commissary, are they marked for identification and added to the inmate's property list? Sec. 10.01 (a)	☐	☐	☒
102.	Commissary prices do not exceed the fair market value for comparable products sold in the community? Sec. 10.01 (b)	☒	☐	☐
103.	Are profits from the commissary used for the overall inmate welfare? Sec. 10.01 (d)	☒	☐	☐
104.	When funds from the welfare fund are expended, is it with the final approval of the Officer-in-Charge or designee? Sec. 10.01 (d)	☒	☐	☐
105.	Is an annual audit of the commissary conducted by a disinterested party? Sec. 10.01 (e)	☒	☐	☐
106.	Are commissary transactions and inventory records kept current? Sec. 10.01 (e)	☒	☐	☐
107.	Is reading material available to inmates held beyond first appearance? Sec. 10.02 (b)	☒	☐	☐

Comments: (Attach additional sheets as needed)

The Taylor County Jail utilizes a cashless canteen system and they do not sell any valuable items on the canteen.

SECURITY AND CONTROL

		YES	NO	N/A
108.	***Are emergency plans written for the following: (Sec. 11.01***			
a.	***Alarms systems and notification***	☒	☐	☐
b.	***Transmission of alarm to fire department, EMS, or other law enforcement agencies***	☒	☐	☐
c.	***Response to alarms***	☒	☐	☐
d.	***Isolation and control of fire or disturbance areas***	☒	☐	☐
e.	***Emergency response equipment, its use and maintenance***	☒	☐	☐
f.	***Release and evacuation activity***	☒	☐	☐
g.	***Prevention of escape during evacuation***	☒	☐	☐
h.	***Fire fighting and medical emergency plans***	☒	☐	☐
i.	***The chain-of-command to be followed during an emergency and specific staff duties***	☒	☐	☐
j.	***Inspection schedules of hazardous areas and review of fire plan***	☒	☐	☐
k.	***Documentation required following an emergency.***	☒	☐	☐
109.	Are fire drills and evacuation drills held quarterly and the records of such maintained? Sec. 11.02	☒	☐	☐
110.	Are security inspections held weekly and the results recorded and maintained by the Officer-in-Charge or designee? Sec. 11.03	☒	☐	☐
111.	Are all housing areas and other areas used by inmates checked daily and the results recorded and maintained? Sec. 11.03	☒	☐	☐
112.	Are deficiencies noted in the above, recorded and corrected, including time and date of correction? Are these records maintained? Sec. 11.03	☒	☐	☐
113.	***Is the facility in compliance with FAC 694-54 as to fire safety and prevention? Sec. 11.04***	☒	☐	☐
114.	Is a key control system in place, including the following: Sec. 11.05			
a.	Location of all locks and keys in the facility	☒	☐	☐

		YES	NO	N/A
b.	Complete inventory of all keys	☒	☐	☐
c.	Written report of security problems with locks and keys (e.g., broken, missing, etc.)	☒	☐	☐
d.	Absolute control of keys by staff, not inmates	☒	☐	☐
e.	Location of emergency keys away from facility	☒	☐	☐
f.	A system ensuring that missing keys are immediately identified.	☒	☐	☐
115.	Is one full "lock down" count conducted daily? Sec. 11.06	☒	☐	☐
116.	Are all inmates visually checked every hour between 11:00 p.m. and 6:00 a.m. and the results recorded and maintained? Sec. 11.06	☒	☐	☐
117.	***Is there a tool control system to ensure that tools are kept from inmates? Sec. 11.07***	☒	☐	☐
118.	If tools are brought into the facility, are they accounted for at all times? Sec. 11.07	☒	☐	☐
119.	Does the facility have an identification system to ensure that staff, visitors, and inmates are positively identified to prevent bypassing of security measures? Sec. 11.08	☒	☐	☐
120.	***Are firearms and ammunition allowed in the secure facility under only emergency conditions and then the Officer-in-Charge or designee must authorize it? Sec. 11.09***	☒	☐	☐
121.	If staff uses oleoresin capsicum, are they trained in its use? Sec. 11.09	☒	☐	☐
122.	***If staff uses electronic weapons, are they trained in its use? Sec. 11.09***	☒	☐	☐
123.	Are weapon depositories maintained at the secure entrance of the facility? Sec. 11.09	☒	☐	☐
124.	Are hazardous or incendiary chemicals kept in a secure area and used only under the supervision of an employee? Sec. 11.10	☒	☐	☐
125.	Restraints are not used as punishment. Sec. 11.11	☒	☐	☐
126.	***When moving "high risk" inmates in or out of a housing area, are two certified staff members present? Sec. 11.12***	☒	☐	☐
127.	***Does each floor of a detention housing facility have a correctional officer present? Sec. 11.12***	☒	☐	☐

		YES	NO	N/A
128.	Does each housing area and floor of a detention facility have a secondary means of egress or fire exit? Sec. 11.13	☒	☐	☐
129.	***Are correctional officers posted to allow them to respond promptly to calls for help? Sec. 11.14***	☒	☐	☐
130.	Inmates are never allowed to supervise or in any way exercise control over other inmates. Sec. 11.15	☒	☐	☐
131.	***Is sufficient staff maintained so that at all times the inmates are within hearing distance of officers? Sec. 11.16***	☒	☐	☐

Comments: (Attach additional sheets as needed)

SANITATION

		YES	NO	N/A
132.	Are water supplies adequate and in good repair? Sec. 12.01	☒	☐	☐
133.	Does food service comply with Chapter 64E-11, Florida Administrative Code? Sec. 12.02	☒	☐	☐
134.	Is sewage and liquid waste disposed of into an approved public sewerage system? If not, does the disposal system meet the requirements of Chapter 10D-6, Florida Administrative Code? Sec. 12.03 (a)	☒	☐	☐
135.	Do all plumbing fixtures comply with Chapter 10D-9, Florida Administrative Code? Sec. 12.03 (b)	☒	☐	☐
136.	Is drinking water accessible to all inmates? Sec. 12.03 (c)	☒	☐	☐
137.	Are water fountains constructed and maintained accordingly? Sec. 12.03 (d)	☒	☐	☐
138.	Are single service cups provided? Sec. 12.03 (c)	☒	☐	☐
139.	Are plumbing fixtures (i.e., toilets, sinks, etc.) constructed and maintained accordingly? Sec. 12.03 (d)	☒	☐	☐
140.	Are all mop sinks and curbed areas appropriately positioned? Sec. 12.03 (e)	☒	☐	☐
141.	Are showers available to inmates at least twice weekly? Sec. 12.03 (f)	☒	☐	☐
142.	Do showers have running tempered water (temperature not to exceed 120 degrees or less than 100 degrees Fahrenheit) under pressure? Sec. 12.03 (f)	☒	☐	☐
143.	Does secure housing areas have at least one sink and one toilet in each cell? Sec. 12.03 (g)	☒	☐	☐
144.	Do dormitories and multiple occupancy cells have at least one toilet and one sink for each eight (8) inmates or fraction thereof? (Note: Urinals may be substituted for ½ of the toilets in the male housing areas.) Sec. 12.03 (g)	☒	☐	☐
145.	Is there at least one showerhead with tempered water for each 16 inmates or fraction thereof? Sec. 12.03 (g)	☒	☐	☐
146.	Are all floor drains properly constructed and maintained? Sec. 12.03 (h)	☒	☐	☐
147.	Are plumbing fixtures clean, sanitary, and properly maintained? Sec. 12.03 (i)	☒	☐	☐

		YES	NO	N/A
148.	Is there a preventative maintenance program established? Sec. 12.04	☒	☐	☐
149.	Is all inmate residential garbage, trash, and rubbish collected daily? Sec. 12.05	☒	☐	☐
150.	Is storage facility garbage removed at least twice per week? Sec. 12.05	☒	☐	☐
151.	Is wet garbage collected and stored in impervious, leak proof, fly tight containers? Sec. 12.05	☒	☐	☐
152.	Are all containers, storage areas, and surrounding premises clean and free of vermin? Sec. 12.05	☒	☐	☐
153.	If there is on-site disposal, does it comply with Chapter 17-7, Florida Administrative Code? Sec. 12.05	☒	☐	☐
154.	Are all floors, walls, ceilings, windows, door, and all appurtenances of the structure properly constructed, maintained, and clean? Sec. 12.06 (a)	☒	☐	☐
155.	Are all walls, ceilings, and area partitions light colored? Sec. 12.06 (a)	☒	☐	☐
156.	Is applicable lighting at least 20 foot candles and clean? Sec. 12.06 (b)	☒	☐	☐
157.	Does bed spacing meet the following requirements? Sec. 12.06 (c)			
a.	12" from the floor (clear space)	☒	☐	☐
b.	36" clear ceiling height (above mattress)	☒	☐	☐
c.	27" between double bunks	☒	☐	☐
d.	36" laterally and end-to-end	☒	☐	☐
e.	6' between inmates' heads if a solid barrier is not used	☒	☐	☐
158.	Are all facilities free of offensive odors and have adequate ventilation? Sec. 12.06 (d)	☒	☐	☐
159.	If utilizing natural ventilation, does the opened window area equal one-tenth of the floor space in the inmate residential area? Sec. 12.06 (d) (1)	☐	☐	☒
160.	If mechanical ventilation or cooling systems are used: Sec. 12.06 (d) (2)			
a.	Are they clean?	☒	☐	☐
b.	Properly maintained?	☒	☐	☐
c.	Are dust filters removable?	☒	☐	☐

		YES	NO	N/A
d.	Provide 10 cubic feet of fresh/ purified air per minute for each inmate? Sec. 12.06 (d) (2)	☒	☐	☐
161.	Are all toilet rooms provided with direct openings to the outside or provided with mechanical ventilation to the outside? Sec. 12.06 (d) (3)	☒	☐	☐
162.	Does the facility have adequate heating (at least 60 degrees Fahrenheit at a point twenty (20) inches above the floor in inmate sleeping areas)? Sec. 12.06 (d) (4)	☒	☐	☐
163.	Where laundry facilities are provided, are they: Sec. 12.06 (4)			
a.	Adequate to insure ample quantities of clean clothing, bed linens, and towels?	☒	☐	☐
b.	Soundly constructed and maintained?	☒	☐	☐
c.	Clean?	☒	☐	☐
d.	Provide adequate lighting and ventilation?	☒	☐	☐
e.	Offer exterior ventilation for dryers and dry cleaning machines? Sec. 12.06(4)	☒	☐	☐
164.	Are beds and bedding kept in good repair, clean, and sanitized regularly? Sec. 12.07	☒	☐	☐
165.	Are sheets and personal clothing washed weekly and properly stored? Sec. 12.07	☒	☐	☐
166.	Are blankets cleaned quarterly and stored properly? Sec. 12.08	☒	☐	☐
167.	Are inmates that are held longer than 24 hours provided clothing and personal comfort items? Sec. 12.08	☒	☐	☐
168.	Are residential areas clean and containing no perishable foods? Sec. 12.09	☒	☐	☐
169.	Are bath room facilities cleaned daily? Sec. 12.09	☒	☐	☐
170.	Are cleaning supplies/facilities clean, well vented, and appropriately stored? Sec. 12.09	☒	☐	☐
171.	Is the facility free of vermin? Sec. 12.10	☒	☐	☐
172.	Are all openings sealed or screened? Sec. 12.10	☒	☐	☐
173.	Are pesticides appropriately applied and stored? Sec. 12.10	☒	☐	☐
174.	Are outdoor exercise facilities clean and well drained? Sec. 12.11	☒	☐	☐

		YES	NO	N/A
175.	If bath room facilities are provided, are they clean and properly maintained? Sec. 12.11	☒	☐	☐
176.	Are industrial facilities clean and well lit (30 ft. candles)? Sec. 12.12	☒	☐	☐
177.	If noise levels exceed an average of 90 dba in 8 hours in industrial facilities, is appropriate ear protection provided? Sec. 12.12	☒	☐	☐
178.	Are formal sanitation inspections conducted by the Officer-in-Charge or designee at least once each week? Sec. 12.13	☒	☐	☐

Comments: (Attach additional sheets as needed)

ORDER AND DISCIPLINE

		YES	NO	N/A
179.	Are rules and regulations governing the conduct of inmates and visitors posted and available to each inrnate and all visitors? Sec. 13.01	☒	☐	☐
180.	Does the facility have written procedures for steps to be taken for breaches of discipline by inmates or visitors? Sec. 13.02	☒	☐	☐
181.	Are translations for disabled and/or non-English- speaking inmates provided? Sec. 13.02	☒	☐	☐
182.	Does the Officer-in-Charge establish a disciplinary committee or a hearing officer for disciplinary infractions? Sec. 13.04	☒	☐	☐
183.	Are staff members who are witnesses to a rule infraction prohibited from sitting on the disciplinary committee? Sec. 13.04	☒	☐	☐
184.	When a disciplinary infraction occurs, is a written report completed and forwarded to the Officer-in-Charge or designee? Sec. 13.05	☒	☐	☐
185.	Does the report contain at a minimum: Sec. 13.05			
a.	Date of infraction	☒	☐	☐
b.	Place and time of infraction	☒	☐	☐
c.	Date of report	☒	☐	☐
d.	Specific rules violated	☒	☐	☐
e.	Details of the incident	☒	☐	☐
f.	Actions taken by employee	☒	☐	☐
g.	Names of witnesses (as security allows)	☒	☐	☐
186.	Does the Officer-in-Charge or designee cause an investigation of the alleged infraction(s) and forward the report to the disciplinary hearing officer or committee? Sec. 13.06	☒	☐	☐
187.	Are inmates, accused of violating rules, notified in writing of the charges brought against them and given at least 24 hours advanced notification of impending disciplinary action? Sec. 13.07	☒	☐	☐
188.	Are disciplinary hearings held within seven working days (excluding holidays) after the incident? Sec. 13.08	☒	☐	☐

		YES	NO	N/A
189.	If a continuance is permitted, is documentation provided justifying the extension and is the hearing held within the maximum time of ten (10) days? Sec. 13.08 (a) (b)	☒	☐	☐
190.	Does the committee or hearing officer determine that the inmate understands the charges and the possible actions that can result? Sec. 13.08	☒	☐	☐
191.	Does the committee chairperson, or majority, or hearing officer have authority to call for witnesses, evidence, and/or documents? Sec. 13.09	☒	☐	☐
192.	Are reasons for not calling witnesses or restricting information documented by the committee or hearing officer? Sec. 13.09 (b)	☒	☐	☐
193.	When an inmate is unable to defend himself due to language or literacy problems, does the committee or hearing officer offer staff assistance to the inmate? Sec. 13.09 (c)	☒	☐	☐
194.	Are charged inmates allowed to be present at the hearing unless, a written waiver is obtained, the inmate refuses or security is threatened? Sec. 13.10 (a)	☒	☐	☐
195.	If an inmate is not present, does the committee or hearing officer record the reason? Sec. 13.10 (a)	☒	☐	☐
196.	Does the inmate receive a written decision from the committee or hearing officer? Sec. 13.10 (b)	☒	☐	☐
197.	Does the inmate have the right to appeal the decision to the Officer-in-Charge or designee? Sec. 13.10 (d)	☒	☐	☐
198.	Are all steps in the process maintained as a written record? Sec. 13.10 (e)	☒	☐	☐
199.	Are "Not Guilty" decisions noted on the report? Sec. 13.10 (e)	☒	☐	☐
200.	Are decisions of guilt based solely on witnesses, evidence and documentation? Is a statement to this effect made part of the official record? Sec. 13.10 (f)	☒	☐	☐
201.	The Officer-in-Charge or designee cannot increase an inmate's punishment. Sec. 13.11	☒	☐	☐
202.	Is corporal punishment prohibited? Sec. 13.12	☒	☐	☐
203.	Does the facility adhere to procedures for placing inmates in administrative confinement, including documentation? Sec. 13.13	☒	☐	☐

		YES	NO	N/A
204.	When an inmate is released from confinement, administrative or disciplinary, is the date and time recorded and maintained? Sec. 13.13 (a)	☒	☐	☐
205.	Do inmates in administrative confinement receive privileges comparable to general population inmates? Sec. 13.13 (b)	☒	☐	☐
206.	Does the Officer-in-Charge or designee see and talk with inmates in administrative or disciplinary confinement twice daily? Sec. 13.14	☒	☐	☐
207.	Is the attitude and general condition of the inmate in confinement documented? Sec. 13.14	☒	☐	☐

Comments: (Attach additional sheets as needed)

CONTRABAND

		YES	NO	N/A
208.	Has the Officer-in-Charge or designee established a list of acceptable items, anything else being considered contraband? Sec. 14.01	☒	☐	☐
209.	Unless needed for a hearing or trial, are confiscated monies placed in the inmate welfare fund or into the inmate's canteen account? Sec. 14.02	☒	☐	☐

Comments: (Attach additional sheets as needed)

DIRECT SUVERVISION JAILS

		YES	NO	N/A
210.	Inmates are not housed in direct supervision units unless approved by classification. Sec. 15.01	☐	☐	☒
211.	Does staff receive appropriate training prior to being assigned to the direct supervision unit? Sec. 15.02	☐	☐	☒
212.	Do certified correctional officers in the facility perform the following duties: Sec. 15.03			
a.	Provide direct supervision of inmates in the housing unit	☐	☐	☒
b.	Provide emergency backup to the supervising officer as a priority of the employee's assigned duties	☐	☐	☒
213.	Have facility rules and regulations been developed specifically for direct supervision? Sec. 15.04	☐	☐	☒
214.	Do staff members have access to the rules and regulations? Sec. 15.04	☐	☐	☒
215.	Are officers assigned to direct supervision units equipped with a secondary means of communications? Sec. 15.05	☐	☐	☒

Comments: (Attach additional sheets as needed)

The Taylor County Jail does not utilize direct supervison.

ADMISSION, CLASSIFICATION AND RELEASE OF JUVENILES

		YES	NO	N/A
216.	Are juveniles not transferred to the adult system by direct file, waiver or grand jury indictment or who have not been found to have committed a criminal offense as an adult held in temporary custody if release is not possible? Sec. 17.02	☒	☐	☐
217.	Juveniles held in temporary custody are held in an area of the facility for fingerprinting and photographing and transportation to an appropriate juvenile facility. The time held does not exceed six hours. Sec. 17.02	☒	☐	☐
218.	Are juveniles, held in temporary custody, kept out of sight and sound of adult inmates? Sec. 17.02	☒	☐	☐
219.	Are juveniles held only if the facility has adequate staff to monitor them at all times? Sec. 17.02	☒	☐	☐
220.	Prior to admitting the juvenile, are all appropriate and legal documents presented? Sec. 17.03	☒	☐	☐
221.	Does this documentation remain part of the juvenile's permanent file? Sec. 17.03	☒	☐	☐
222.	Unless wanted in another jurisdiction as an adult, juveniles are not housed in an adult jail unless: Sec. 17.03			
a.	The juvenile has been indicted	☒	☐	☐
b.	The juvenile waived	☒	☐	☐
c.	The juveniles was direct filed	☒	☐	☐
d.	Adult sanctions were imposed by the court	☒	☐	☐
223.	Can juveniles taken to a facility for criminal traffic violations demand to be taken before a magistrate, and if the demand is not made, the facility immediately notifies the parents, responsible adult, or guardian of the juvenile? Sec. 17.04	☒	☐	☐
224.	If a juvenile is charged with a traffic offense involving death or injury, under no circumstances is the juvenile placed with adults? Sec. 17.05	☒	☐	☐

Comments: (Attach additional sheets as needed)

HOUSING OF JUVENILES

		YES	NO	N/A
225.	A juvenile transferred for prosecution as an adult is not housed with adults, nor is a juvenile who is wanted for prosecution as an adult in another jurisdiction? Sec. 18.01 (a)	☐	☐	☒
226.	Does the facility have a housing area designated for juveniles and have sufficient staff to supervise and monitor the juveniles at all times? Sec. 18.01 (b)	☐	☐	☒
227.	When a juvenile is housed as an adult, is all of the below criteria met: Sec. 18.02			
a.	The courts have certified the juvenile for prosecution as an adult.	☐	☐	☒
b.	The juvenile has been tried as an adult.	☐	☐	☒
c.	The juvenile was found guilty as an adult.	☐	☐	☒
d.	The juvenile was sentenced as an adult.	☐	☐	☒
228.	Is a juvenile being housed with adult sanctions being housed only with inmates with the same classification? Sec. 18.03	☐	☐	☒

Comments: (Attach additional sheets as needed)

The Taylor County Jail utilizes neighboring facilities for juvenile housing when necessary.

10

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER APPROVAL OF A RESOLUTION DECLARING THE MONTH OF NOVEMBER "PANCREATIC CANCER AWARENESS MONTH" IN TAYLOR COUNTY, AS AGENDAED BY THE PANCREATIC CANCER ACTION NETWORK.
MEETING DATE REQUESTED:	11/1/11

Statement of Issue: Pancreatic cancer is one of the deadliest cancers and is the fourth leading cause of cancer death in the United States. The Pancreatic Cancer Action Network is the first and only national patient advocacy organization that serves the pancreatic cancer community in Taylor County and nationwide by focusing its efforts on public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer.

Recommended Action: Approve the resolution

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: Marian Palma Cardona

Contact: Marian Palma Cardona <mariancardona@cfl.rr.com>

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: pancreatic cancer is one of the deadliest cancers and is the fourth leading cause of cancer death in the United States. When symptoms of pancreatic cancer present themselves, it is usually too late for an optimistic prognosis, and 75 percent of pancreatic cancer patients die within the first year of their diagnosis while 94 percent of pancreatic cancer patients die within the first five years. Incidence of pancreatic cancer is approximately 50 percent higher in African Americans than in other ethnic groups.

Options:

Attachments: Resolution, Fact Sheet, Correspondance

RESOLUTION NO._____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA DECLARING THE MONTH OF NOVEMBER "PANCREATIC CANCER AWARENESS MONTH" IN TAYLOR COUNTY.

WHEREAS, in 2011, an estimated 44,030 people will be diagnosed with pancreatic cancer in the United States and 37,660 will die from the disease;

WHEREAS, pancreatic cancer is one of the deadliest cancers and is the fourth leading cause of cancer death in the United States;

WHEREAS, when symptoms of pancreatic cancer present themselves, it is usually too late for an optimistic prognosis, and 75 percent of pancreatic cancer patients die within the first year of their diagnosis while 94 percent of pancreatic cancer patients die within the first five years;

WHEREAS, incidence of pancreatic cancer is approximately 50 percent higher in African Americans than in other ethnic groups;

WHEREAS, approximately 2,600 pancreatic cancer deaths will occur in Florida in 2011;

WHEREAS, there is no cure for pancreatic cancer and there have been no significant improvements in survival rates in the last 40 years;

WHEREAS, the Federal Government invests significantly less money in pancreatic cancer research than it does in any of the other leading cancer killers; and pancreatic cancer research constitutes only 2 percent of the National Cancer Institute's federal research funding, a figure far too low given the severity of the disease, its mortality rate, and how little is known about how to arrest it; and

WHEREAS, the Pancreatic Cancer Research & Education Act (S. 362/H.R. 733) requires that the National Cancer Institute develop a strategic plan for combating pancreatic cancer;

WHEREAS, the Pancreatic Cancer Action Network is the first and only national patient advocacy organization that serves the pancreatic cancer community in Taylor County and nationwide by focusing its efforts on public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer;

WHEREAS, the Pancreatic Cancer Action Network and its affiliates in Taylor County support those patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease, and are committed to nothing less than a cure;

WHEREAS, the good health and well-being of the residents of Taylor County are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments; **Now**, therefore, be it

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that Taylor County designates the month of November, 2011 "Pancreatic Cancer Awareness Month" in Taylor County.

PASSED in regular session this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
LONNIE HOUCK, Chairperson

ATTEST:

_____
ANNIE MAE MURPHY, Clerk

Dustin Hinkel

From: Marian Palma Cardona <mariancardona@cfl.rr.com>
Sent: Monday, October 17, 2011 3:04 PM
To: Dustin Hinkel
Subject: Resolution Request
Attachments: image001.jpg; Proclamation Taylor.doc; FactsheetonbillJuly2011.pdf

Weird...resending...odd date on earlier email.

I am writing on behalf of the Pancreatic Cancer Action Network and the estimated 37,660 Americans who will die of pancreatic cancer in 2011, approximately 2,610 of whom live in Florida. In 2011, pancreatic cancer will afflict more than 44,030 Americans, 74% of whom will die within one year of their diagnosis, and 94% of whom will die within five years of diagnosis.

My husband, Danny, died of pancreatic cancer in 2002, within 3 months of being diagnosed. The statistics have not changed since his death, or for that matter, in the last 40 years. I am volunteering for this cause as I do not want other families to go through what my family had to endure. We fight to ensure a diagnosis of pancreatic cancer will no longer be a death sentence.

To date, pancreatic cancer is the fourth leading cause of cancer death in the United States, and it is the deadliest, with the lowest survival rate of any major cancer. Furthermore, there has been little improvement in the survival rates over the last forty years. We need your help to shine a spotlight on this disease and finally make progress in developing treatments and early detection tools. By issuing a Taylor County resolution supporting the observance of November 2011 as Pancreatic Cancer Awareness Month, you can help us to raise awareness in our community.

I am attaching a draft of the resolution text for your review. Feel free to change text as needed. The proposed text not only recognizes November as Pancreatic Cancer Awareness Month, but also calls on our state congressional delegation to co-sponsor the *Pancreatic Cancer Research & Education Act* (S. 362/H.R.733), critical legislation that would ensure that we have a national strategic plan for defeating this devastating disease. The bill has 198 co-sponsors from across the country, 8 co-sponsors from our state. We are asking for this additional language because we feel that it is essential that the remaining members of our congressional delegation sign-on. I am also including a fact sheet on the bill and will be happy to provide additional official Pancreatic Cancer Action Network material, including pancreatic cancer facts and statistics and National Cancer Institute (NCI) funding information, upon request.

My organization requests that a total of three (3) originals of the resolution to be made available for our records. I understand that the timing of my request is short and that agendas fill up long in advance. Accordingly, it would be fine for you to mail the Resolutions to me:

Mrs. Marian Palma Cardona
2203 Falling Acorn Circle
Lake Mary, FL 32746

Please contact me at 321-363-3009 or mcardona@pancanvolunteer.org with any questions. I look forward to working with you to issue a resolution that will recognize November as Pancreatic Cancer Awareness Month and bring much needed attention to this deadly disease. Thank you for your interest in this important issue.

Marian Palma Cardona
mcardona@pancanvolunteer.org
Pancreatic Cancer Action Network - Orlando Affiliate
Education & Outreach Coordinator

Attachments:
Draft Resolution
S. 362/H.R. 733 Bill Fact Sheet

PANCREATIC CANCER ACTION NETWORK®
ADVANCE RESEARCH. SUPPORT PATIENTS. CREATE HOPE.

www.pancan.org | 877.272.6226

There Is No More Time to Wait

Support the Pancreatic Cancer Research & Education Act (S. 362/H.R. 733)

We're Not Making Progress on pancreatic cancer and the consequences are deadly.

- Pancreatic cancer is one of the deadliest cancers and is one of the few cancers for which survival has not improved substantially in 40 years. Of the cancers tracked by both the American Cancer Society and the National Cancer Institute (NCI), pancreatic cancer has the lowest relative five-year survival rate.[1]
- The NCI needs a long-term and comprehensive strategic plan to make progress on this deadly killer.
- Given the research discovery timeline and the significant projected increase in pancreatic cancer cases, nothing less than dramatic action is required to address pancreatic cancer.

We Need to Step Up the investment in pancreatic cancer research.

- In February 2011, the Pancreatic Cancer Action Network released its report "Pancreatic Cancer: A trickle of federal funding for a river of need" that demonstrates a serious lack of federal resources allocated to pancreatic cancer research. Among the report findings was that the average dollar amount of basic research (R) grants in pancreatic cancer in FY2009 was 18 to 29 percent less than R grants for lung, colon, breast, and prostate cancers, the other four U.S. top-five cancer killers. An analysis of the FY2010 funding shows little change.
- In FY2010, NCI allocated just approximately 2 percent of its $5 billion annual budget for pancreatic cancer research. By contrast, lung, colon, breast, and prostate cancers received 2.7- to 6.4-fold more NCI funding than pancreatic cancer. In addition, two to almost five times as many R grants were awarded to the other top-five cancer killers than to pancreatic cancer. When researchers are properly funded, advances follow.
- In 2010, the NCI funded more than 6,500 research grants, contracts, and intramural research projects across all forms of cancer, but only 285 (4.3%) were relevant to pancreatic cancer.[2]
- The NCI funds significantly fewer pancreatic cancer researchers at any funding level compared to the other top-five cancer killers. In 2010, only 367 pancreatic cancer researchers were funded, compared to 1,537 breast cancer researchers, 859 prostate cancer researchers, 832 lung cancer researchers, and 843 colorectal cancer researchers.[2]
- Only 4 percent of the NCI's 2010 training awards for new and established investigators (K, F, and T awards) had relevance to pancreatic cancer. These grants are critical to mobilizing young scientists to study the disease.[2] Given the lack of funding for pancreatic cancer research, senior scientists from other areas of biomedical and cancer research do not have the incentive to apply their knowledge to this disease.
    - Of the researchers who received NCI funding specifically for pancreatic cancer research, only 28 (four fewer than in 2009) received grants of $500,000 or more, a level appropriate for senior scientists. By comparison, this level of funding was awarded to 249 researchers in breast cancer, 115 in prostate cancer, and 110 in colorectal cancer. The positive survival trends in these other cancers strongly suggest that these larger grants are necessary to further progress and attract more investigators.[2]

We Need a Unique and Targeted approach to studying this disease.

- Pancreatic tumors are different than many other tumors. The cellular composition of the tumors is different and therefore specialized research techniques must be applied.
- Due to the wide geographic dispersion of relatively few pancreatic cancer patients, few individual medical centers treat a sufficient numbers of patients to conduct statistically significant research.
- Furthermore, because few patients qualify for surgery and most patients die quickly after diagnosis, scant pancreatic cancer tissue is available for research.
- Additionally, many patients who might consider a clinical trial are too sick to do so or die before they can enroll.
- These obstacles can be overcome, but require a concerted effort by the NCI to develop a specific strategic plan to address these and other challenges in pancreatic cancer research in addition to an infusion of targeted research funding.

The Pancreatic Cancer Action Network is a nationwide network of people dedicated to working together to advance research, support patients and create hope for those affected by pancreatic cancer.

PANCREATIC CANCER ACTION NETWORK
ADVANCE RESEARCH. SUPPORT PATIENTS. CREATE HOPE.

www.pancan.org | 877.272.6226

The *Pancreatic Cancer Research & Education Act* is the solution.

This legislation would create a path for true progress on pancreatic cancer by better targeting research, developing a cadre of committed scientists, and promoting physician and public awareness. It would also require accountability for these efforts. The legislation is based on "The National Plan to Advance Pancreatic Cancer Research," a report developed by the Pancreatic Cancer Action Network's Scientific Advisory Board. The bill has four key components.

Developing a Strategic Plan for Pancreatic Cancer Research

- The bill does not dictate how the NCI should conduct pancreatic cancer research. Instead, it calls for a strategic plan to be created every five years under the direction of the Health & Human Services (HHS) Secretary and in consultation with the Directors of the National Institutes of Health (NIH), the NCI, and the Centers for Disease Control and Prevention (CDC), as well as a new Interdisciplinary Pancreatic Cancer Coordinating (IPCC) Committee comprising pancreatic cancer research experts, early career pancreatic cancer investigators, and a pancreatic cancer advocate.
- The NCI-directed long-term and comprehensive five-year strategic plan would detail the needs for the conduct and support of pancreatic cancer research and awareness activities. To improve accountability, the plan would be submitted to the HHS Secretary and published on the agency's website.
- Annually, the Secretary would submit a report to Congress that identifies the steps taken to implement the recommendations in the strategic plan.

Establishing a Cancer Research Incubator Pilot Project for the Deadly Cancers

- A new five-year grant pilot project would be created at the NCI specifically for research into the deadliest cancers, defined as those with five-year survival rates below 50 percent. The initial phase would include pancreatic cancer. Following the initial phase, the Secretary would submit a report to Congress evaluating the program and making recommendations for continuation and/or expansion into other cancers that meet the criteria.

Strengthening and Expanding Centers of Excellence for Pancreatic Cancer

- The legislation builds on the Specialized Programs of Research Excellence (SPORE), a program created by Congress in the 1990s specifically for breast and prostate cancer. SPORE was expanded in the last several years to not only provide increased opportunities for research into these cancers, but to also offer some limited research opportunities for pancreatic and other cancers.
- The legislation calls for the designation of at least two additional pancreatic cancer SPOREs.

Promoting Physician and Public Awareness

- The legislation calls for the NIH and CDC, in collaboration with patient advocacy organizations, to develop a toolkit for patients and a program to educate primary care providers about pancreatic cancer.

What We Are Asking from Congress

Forty years is too long to wait for true progress. We need Congress to act to ensure that sufficient NCI funding is available to further research progress for all types of cancer, including pancreatic, and to put in place a strategic plan that addresses the research needs for pancreatic cancer. *The Pancreatic Cancer Research & Education Act* calls on the NCI to focus on improving outcomes for cancers with poor survival rates. It is a vehicle for ensuring that we invest our scarce research dollars in the areas where progress is needed most.

The Pancreatic Cancer Action Network calls on the 112th Congress to give current and future pancreatic cancer patients a fighting chance by:

- Co-sponsoring the *Pancreatic Cancer Research & Education Act (S. 362/H.R. 733).*
- Ensuring that the NCI has sufficient funding to allow for progress in diseases like pancreatic cancer by supporting continued growth in the NCI budget for FY2012.

[1] American Cancer Society. *Cancer Facts & Figures 2011.* Atlanta: American Cancer Society; 2011.
[2] Source: NCI Funded Research Portfolio, http://fundedresearch.cancer.gov (Accessed May 2011). Funding statistics exclude extramural support and payments with no grant mechanisms specified because they represent NCI administrative costs, not research, as well as projects with ≤ $1 in NCI relevant funding because they are insignificant.

Pancreatic Cancer Action Network | 1500 Rosecrans Ave., Suite 200 | Manhattan Beach, CA 90266 | Ph: 877.272.6226 | www.pancan.org
Government Affairs & Advocacy Office | 1050 Connecticut Ave. NW, 10th Floor | Washington, DC 20036 | Ph: 202.742.6699 | Fx: 202.742.6518

July 2011

(17)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER PAYMENT OF INVOICE IN THE AMOUNT OF $25,000, FOR EMERGENCY MEDICAL SERVICES (EMS) FOR THE MONTH OF OCTOBER, 2011, AS REQUESTED BY DOCTORS' MEMORIAL HOSPITAL (DMH) .
MEETING DATE REQUESTED:	11/1/11

Statement of Issue: Doctors' Memorial Hospital has requested payment for EMS service provided to the County for the month of October.

Recommended Action: Approve payment of invoice

Fiscal Impact: $25,000.00

Budgeted Expense: Yes

Submitted By: Doctors' Memorial Hospital

Contact: General Accounting (850) 584-0800

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Invoice #0117

DOCTORS' MEMORIAL HOSPITAL

INVOICE

Board of County Commissioners
Attn: Jack Brown
201 East Green Street
Perry, FL 32347

Invoice Number: 0117
Invoice Date: October 17, 2011

Invoice for Emergency Medical Services for Taylor County for October 2011.

Please remit $25,000.00

APPROVED FOR PAYMENT
$ 25,000.00
BY: _____
DATE: 11/1/11
ACCT#: 0240-53401
ACCT NAME: EMS Service

Please send payment to:

Doctors' Memorial Hospital, Inc.
P.O. Box 1847
Perry, FL 32348
Attention: General Accounting

Thank You!

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	The Board to discuss issues and concerns regarding permitting of a borrow pit in Shady Grove agendaed by the Board and the County Administrator.
MEETING DATE REQUESTED:	November 1, 2011

Statement of Issue: On April 18, 2011 Com. Feagle contacted the County Administrator concerning a complaint of excavation along County Road 14. The property is owned by Mr. Sam Boyer and was permitted through SRWMD. The issue was discussed by the Board at a Board Workshop on May 24, 2011. Representatives from SRWMD were at the meeting and discussed the permit. Additionally Danny Griner agendaed to prompt discussions by the Planning Board regarding definitions and permitting seeking to determine if changes needed to be made for borrow pit permitting to include a definition. Concerns and issues continue to be discussed by adjoining property owners.

Recommended Action: Discuss the chain of events, what is required and what actions does the Board want to take.

Fiscal Impact: N/A

Budgeted Item: N/A

Submitted By: Jack R. Brown, County Administrator

Contact: (850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: See statement of issues

Options: Discuss the chain of events, requirements, SRWMD will be in attendance along with adjoining property owners and a representative for Mr. Boyer.

Attachments: Copy of slides from the May 24, 2011 BOCC Workshop for item A. Borrow Pit Permit and Related Issues. Copy of Permit from SRWMD. Copy of October 6, 2011 Planning Board Item.

TAYLOR COUNTY PLANNING BOARD

Planning Board Agenda Item

SUBJECT/TITLE:	Board to discuss definition and permitting requirements for Borrow Pits.
MEETING DATE REQUESTED:	October 6, 2011

Statement of Issue: Discussion of what constitutes a Borrow Pit and how they should be permitted.

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Planning Department was contacted by an individual in the Shady Grove area with concerns about excavation activity on a parcel of land off of Alton Wentworth Road. It is our understanding that the excavation was undertaken to provide fill for the Greenville Landfill Site located in Madison County and the activity has a permit from the Suwannee River Water Management District (SRWMD) to remove 5-acres of material. The caller contends that the activity is illegal based on the requirements of the Taylor County Comprehensive Plan, based on information provided to him by someone familiar with the plan.

Based on staff research, the Comprehensive Plan only references Borrow Pit's as part of the definition of low quality wetlands in the language amended during the Evaluation and Appraisal Report (EAR) based amendments for the Planning Areas that were added to the Future Land Use Map (FLUM).

The Land Development Code (LDC) lists Borrow Pit's as an Industrial use in Section 42-408(12) of the Code and Mining is described in Section 42-408(13) of the Code as shown below:

(12) *Industrial.* This type of use includes those wholesale and retail businesses for manufacturing, processing, storing or distributing goods. Included in this category are uses which require primarily outdoor storage or the industrial activity itself if conducted outdoors. Such uses include, for example, LP gas storage and/or distribution exceeding 2,000 gallons, junkyards or salvage yards, recycling centers, landfills, hazardous or medical waste collection and handling centers and **borrow pits**, but not excavation which requires blasting. A natural gas pipeline or similar pipelines are industrial in use unless they provide public utilities to existing or future land uses, as are authorized by other plan elements.

(13) *Mining.* The types of uses in this group include surface mining, rock quarries, strip mining and any extraction activities. Buildings and businesses for the refinement, processing, packaging and transportation of extracted materials are included in this group of uses.

Webster's online dictionary defines a Borrow Pit as "*A pit created to provide earth that can be used as fill at another site*."

Staff is requesting board discussion for guidance on how to respond to potential applicants that desire to undertake some type of extraction activity. Some of the concerns of staff include:

1. Does removal of earth on a property owner's site for construction of a "fish pond" constitute a Borrow Pit?
2. Does the length of time the extraction activity is anticipated to take place have an impact on the status of the endeavor as a "Development"?
3. Does the amount of earth being extracted impact the status of the endeavor as a "Development"?
4. Should a FLUM amendment be required to the Industrial land use category for Borrow Pit activity, considering the type of potential incompatible future activities that would be allowed under this land use?

Options: 1. Discussion only.

Attachments: 1. None.

TAYLOR COUNTY PLANNING BOARD
Minutes
October 6, 2011
Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347

Members Present		Staff Present	Visitors Present
James Ross	Dale Rowell	Danny Griner	Auley Rowell
Barry Wilson	Pam Wessels	Bill Blue	Russell Howell

1. **Approval of September 1, 2011 Minutes:** Dale Rowell brings the meeting to order stating that the first order of business is to consider approval of the draft minutes from the September 1, 2011 meeting. Pam Wessels makes a motion to approve the September 1, 2011 minutes as written; James Ross seconds the motion; the motion passes by unanimous vote.

2. **Land Development Code Text Amendment Public Hearing:** Dale Rowell opens the public hearing consisting of an amendment to Section 42-147(a) of the Land Development Code allowing division of parcels 15-acres or greater on existing access ways by individuals who have owned property prior to October 18, 2006. Auley Rowell approaches the board and states that the amendment is an outgrowth of discussions by the Taylor County Farm Bureau and points out that this section of the LDC was previously amended by the County Commission in 2006 and at the public hearing before the Planning Board at that time, the majority of the Planning Board members recommended that the Commission deny the amendment. Auley then explains the history of the previous amendment, noting that it was presumably driven by a development located off of HW 27 consisting of a large number of parcels, ultimately resulting in legal issues that included filing of a suit against the county in Federal Court. Auley then explains that the previous amendment was intended to disallow large developments, but also impacted small land owners, further noting how the Burt Harris Act is pertinent to this type of action. Auley continues by stating that land owners who have owned property in Taylor County for long periods of time were caught up in the change and the Farm Bureau endorses the amendment proposed at this time, concluding by stating that he would like the proposed amendment to also apply to immediate family of the long term land owners who are deed property after the October 16, 2006 date. Dale Rowell states that he feels the proposed language in the amendment would not be abused, noting that it is his understanding that the development on HW 27 was forced into early development due to the prior proposed changes. Auley Rowell states that he doesn't want anything that is bad for the county and was involved with the referenced development on HW 27. Pam Wessels makes a motion to recommend approval of the amendment to the County Commission; Barry Wilson seconds the motion; the motion passes by unanimous vote.

3. **Borrow Pit Discussion**: Danny Griner explains that the discussion request is a result of concerns brought to him by a land owner in the Shady Grove area who resides near an ongoing excavation activity. Russell Howell addresses the board and provides a definition of the term Borrow Pit and further addresses the requirements for clean of a site after such activity. Russell continues by stating that the activity and associated clean should be addressed by changes to the LDC by the county, noting that obtaining information from the Suwannee River Water Management District (SRWMD) on the project has been very difficult. Russell Then states that the activity has resulted in large increase of heavy truck traffic on Earl Blanton Road, which constitutes a hazard for

children, further stating that the parcel is located in an Agricultural land use category, contains wetlands, and has an excess of dirt at the top of the excavation. Russell concludes by stating that there has been no assistance from the Sheriff's Department and the activity would have been better suited on the other side of Alton Wentworth Road. Barry Wilson questions the ongoing installation of poles and transformers adjacent to the site. Russell Howell responds that the transformer installation is intended to provide additional power for the new Rocky's Store so that the area does not experience black outs. Auley Rowell points out that one of the first questions on the permit should be "is it compliant with the Comprehensive Plan". Dale Rowell states that the SRWMD did send an inspector to the site and notes that some of the additional heavy truck traffic was due to a paving project in the area, further stating that Sam Boyer, the property owner, intends for the end result to be large fish pond and states that the excess dirt would be taken care of. Russell Howell restates his displeasure at the failure to follow the rules. Dale Rowell clarifies that the permit allows excavation to a depth of 14-feet and that the activity is permitted by the SRWMD, concluding by stating that the end result would be a nice fish pond. Russell Howell reiterates his displeasure with the State permitting and the circumventing of the legal process. Bill Blue informs the board that he is personally aware of some property owners who excavated to an excessive depth and ended up with a dry hole. Dale Rowell questions who designs the site plan for such activity. Auley Rowell states that if the Soil & Water Board designs the plan, the SRWMD will approve it.

A. Borrow Pit Permit and Related Issues

BOCC Workshop
May 24, 2011

Workshop Agenda 5/24/11

1. Prayer
2. Pledge of Allegiance
3. Approval of the Agenda
4. The Board to hold a workshop to discuss the following Items.
   - A. Borrow Pit Permit and Related Items
   - B. The Taylor County Development Authority to Make a Presentation to the Board
   - C. Various County Right of Way and Road Paving Issues
   - D. Paying Off the Load for the HVAC System for Forest Capital Hall and Sunsetting the One Cent of Tourist Development Tax Currently Dedicated to the Loan.
   - E. Sports Complex and Recreation Operational Issues
   - F. Request from the City of Perry for the Board to Donate Property for a City Park
   - G. Status of the Steinhatchee Boat Ramp Project at the Old Ideal Marina Site, Timeline, and Operation.
   - H. Removal of Scrap Metal from Roll Off Sites.
   - I. Communications and Phone Service
   - J. Budget Issues, Concerns, and Guidance for FY 2010-2011 Budget and the FY 2011-2012 Budget
   - K. Animal Control Budget and Expense
   - L. Review Status of the Hospital Bond
   - M. County Administrator Informational Items
5. Adjourn

Borrow Pits

- Mining
- An application for an Environmental Resource Permit for a mine is either reviewed by the Florida Department of Environmental Protection (DEP) or the Suwannee River Water Management District (SRWMD) depending on the type of mine

Borrow Pits / Mines

- **DEP reviews** applications for phosphate, heavy minerals, fuller's earth, limestone (including dolomite, shell and coquina), gravel and peat mines. The DEP also reviews applications for sand, shell and clay mines that will have onsite processing of the material.
-

Borrow Pits / Mines

- **The SRWMD reviews** applications for mining projects for sand, shell and clay (other than fuller's earth) that do not involve processing other than the use of a scalping screen to remove large rocks, wood and debris. Also, the SRWMD reviews applications for activities within an adopted works of the district pursuant to Rule 40B-4.3000, F.A.C. For these mines, go to the Suwannee River Water Management District website for more information.

SRWMD Environmental Resource Permit

- Construction of buildings, subdivisions, roads, parking lots, ditches, borrow pits.
- Paved or impervious surfaces.
- Construction of docks, piers, seawalls, boat ramps.
- Repair, addition, or modification to the above.
- Dredge and fill in, on, or over a wetland, lake or stream. Modifications to existing surface water management systems, such as retention ponds.
- Construction, fill, and clearing activities within the floodways of the following rivers:
- Suwannee, Santa Fe, Alapaha, Aucilla, Withlacoochee
- No activity is allowed within 75 feet of the above rivers.

LETTER OF TRANSMITTAL

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
9225 COUNTY ROAD 49
LIVE OAK, FLORIDA 32060
TOLL FREE (FLORIDA ONLY) 800/226-1066
386/362-1001

DATE: 4/26/11

TO: Jack Brown
Taylor County Administrator
201 East Green St.
Perry, FL 32347

ENCLOSED AS REQUESTED ARE THE FOLLOWING:

- ☐ Environmental Resource Permitting (ERP) Rules
- ☐ ERP Applicant's Handbook
- ☐ ERP Application
- ☐ Best Management Practices Manual
- ☐ SRWMD List of Professional Engineers
- ☐ Submerged State Lands Permitting Rules
- ☐ Copy of Permit Number _____
- ☐ As-Built Certification Form(s)
- ☐ Permit Fee Listing
- ☐ Computer Printout for:_____
- ☐ Flood Elevation Information
- ☐ General and Procedural Rule
- ☐ Works of the District Application Package
- ☐ Water Use Permitting (WUP) Rule
- ☐ WUP Applicant's Handbook
- ☐ WUP Application
- ☐ Water Well Permitting (WW) Rule
- ☐ WW Application(s)
- ☐ WW Completion Report(s)
- ☐ Water Well Informational Packet
- ☐ Licensed Water Well Contractors List
- ☐ Unified Citation Dictionary
- ☐ Water Well Contractor Disciplinary Guidelines
- ☐ Licensing Water Well Contractor Application
- ☐ Chapter Rule Number(s) _____
- ☐ Copy of Letter Dated _____
- ☒ Other: ____

Remarks: Copy of ERP11-0061 file, Sam Boyer Borrow Pit, Taylor County.

If you have any questions or if I can be of further assistance, please call me at either of the two numbers listed above.

COPY TO: _____

SIGNED Paul Lamm for David Stiles

RECEIVED
APR 29 2011
By_____

Revised 8/9/00

SUWANNEE
RIVER
WATER
MANAGEMENT
DISTRICT
9225 CR 49
LIVE OAK, FLORIDA 32060
TELEPHONE: (386) 362-1001
TELEPHONE: 800-226-1066
FAX (386) 362-1056

NOTICED GENERAL PERMIT

PERMITTEE:
BOYER CONSTRUCTION
4290 GOLF COURSE ROAD
PERRY, FL 32348

PERMIT NUMBER: ERP11-0061
DATE ISSUED: 04/04/2011
DATE EXPIRES: 04/04/2012
COUNTY: TAYLOR
TRS: S22/T2S/R6E

Scanned

PROJECT: SAM BOYER BORROW PIT

Approved entity to whom operation and maintenance may be transferred pursuant to rule 40B-4.1130, Florida Administrative Code (F.A.C.):

SAM W. BOYER
POST OFFICE BOX 1473
PERRY, FL 32348

Based on information provided, the Suwannee River Water Management District's (District) rules have been adhered to and an environmental resource noticed general permit is in effect for the permitted activity description below:

This permit authorizes the construction of one upland borrow area not to exceed five (5) acres in surface area and ten (10) feet in maximum depth. This project will be conducted in a manner consistent with the application package received by the District from Sam Boyer on March 30, 2011, and in accordance with District rule 40B-400.500(4)(j), F.A.C.

It is your responsibility to ensure that adverse off-site impacts do not occur either during or after construction. Any additional construction or alterations not authorized by this permit may result in flood control or water quality problems both on and off site and will be a violation of District rule.

You or any other substantially affected persons are entitled to request an administrative hearing or mediation. Please refer to enclosed notice of rights.

This permit is issued under the provisions of chapter 373, F.S., chapter 40B-4, and chapter 40B-400, F.A.C. A noticed general permit authorizes the construction, operation, maintenance, alteration,

abandonment, or removal of certain minor surface water management systems. This permit authorizes the permittee to perform the work necessary to construct, operate, and maintain the surface water management system shown on the application and other documents included in the application. This is to notify you of District's agency action concerning Notice Of Intent. This action is taken pursuant to rule 40B-4 and 40B-400, F.A.C.

General Conditions for All Noticed General Permits:

1. The terms, conditions, requirements, limitations, and restrictions set forth in this section are general permit conditions and are binding upon the permittee for all noticed general permits in Part II of this chapter. These conditions are enforceable under Part IV of chapter 373, F.S.

2. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit. A violation of the permit is a violation of Part IV of chapter 373, F.S., and may result in suspension or revocation of the permittee's right to conduct such activity under the general permit. The District may also begin legal proceedings seeking penalties or other remedies as provided by law for any violation of these conditions.

3. This general permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.

4. This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit and Part II of this chapter.

5. This general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to human health or welfare, animal, plant or aquatic life, or property. It does not allow the permittee to cause pollution in contravention of Florida Statutes and District rules.

6. The permittee is hereby advised that s.253.77, F.S., states that a person may not commence any excavation, construction or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

7. The authorization to conduct activities pursuant to general permit may be modified, suspended or revoked in accordance with chapter 120, and s.373.429, F.S.

8. This permit shall not be transferred to a third party except pursuant to s.40B-4.1130, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located.

9. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to insure conformity with the plans and specifications approved by the permit.

10. The permittee shall maintain any permitted system in accordance with the plans submitted to the District and authorized by this general permit.

11. A permittee's right to conduct a specific noticed activity under this noticed general permit is authorized for the duration on the front of this permit.

12. Construction, alteration, operation, maintenance, removal and abandonment approved by this general permit shall be conducted in a manner which does not cause violations of state water quality standards, including any antidegradation provisions of s.62-4.242(1)(a) and (b), 62-4.242(2) and (3), and 62-302.300, F.A.C., and any special standards for Outstanding Florida Waters and Outstanding National Resource Waters. The permittee shall implement best management practices for erosion, turbidity and other pollution control to prevent violation of state water quality standards. Temporary erosion control measures such as sodding, mulching, and seeding shall be implemented and shall be maintained on all erodible ground areas prior to and during construction. Permanent erosion control measures such as sodding and planting of wetland species shall be completed within seven days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands or other surface waters exists due to the permitted activity. Turbidity barriers shall remain in place and shall be maintained in a functional condition at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

13. The permittee shall hold and save the District harmless from any and all damages, claims or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the general permit.

14. The permittee shall immediately notify the District in writing of any previously submitted

information that is later discovered to be inaccurate.

15. The permittee shall perform all construction authorized in a manner so as to minimize adverse impacts to fish, wildlife, natural environmental values, and water quality. The permittee shall institute necessary measures during construction including riprap, reinforcement, or compaction of any fill materials placed around newly installed structures, to minimize erosion, turbidity, nutrient loading, and sedimentation in the receiving waters.

16. The permit is issued based on the information submitted by the applicant which reasonably demonstrates that adverse off-site water resource impacts will not be caused by the permitted activity. It is the responsibility of the permittee to insure that such adverse impacts do not in fact occur either during or after construction.

WITHIN 30 DAYS AFTER COMPLETION OF THE PROJECT, THE PERMITTEE SHALL NOTIFY THE DISTRICT, IN WRITING, THAT THE FACILITIES ARE COMPLETE.

Approved by _____ Date Approved 4/4/11
District Staff

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

NOTICE OF RIGHTS

1. A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the Suwannee River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Section 120.569 and 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Sections 120.569 and 120.57 Florida Statutes. Pursuant to Rule 28-106.111, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). A petition must comply with Chapter 28-106, Florida Administrative Code.

2. If the Governing Board takes action which substantially differs from the notice of District decision to grant or deny the permit application, a person whose substantial interests are or may be determined has the right to request an administrative hearing or may chose to pursue mediation as an alternative remedy as described above. Pursuant to Rule 28-106.111, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). Such a petition must comply with Chapter 28-106, Florida Administrative Code.

3. A substantially interested person has the right to a formal administrative hearing pursuant to Section 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must comply with the requirements set forth in Rule 28-106.201, Florida Administrative Code.

4. A substantially interested person has the right to an informal hearing pursuant to Section 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

5. A petition for an administrative hearing is deemed filed upon receipt of the petition by the Office of the District Clerk at the District Headquarters in Live Oak, Florida.

6. Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing pursuant to Rule 28-106.111, Florida Administrative Code.

7. The right to an administrative hearing and the relevant procedures to be followed is governed by Chapter 120, Florida Statutes, and Chapter 28-106, Florida Administrative Code.

8. Pursuant to Section 120.68, Florida Statutes, a person who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

9. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy of the Department of Environmental Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.

10. For appeals to the District Courts of Appeal, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.

11. Failure to observe the relevant time frames for filing a petition for judicial review, or for Commission review, will result in waiver of the right to review.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Notice of Rights has been sent by U.S. Mail to:

BOYER CONSTRUCTION
4290 GOLF COURSE ROAD
PERRY, FL 32348

At 4:00 p.m. this 5 day of April, 2011.

Jon M. Dinges
Deputy Clerk
Suwannee River Water Management District
9225 C.R. 49

Live Oak, Florida 32060
386.362.1001 or 800.226.1066 (Florida only)

cc: File Number: ERP11-0061

MEMORANDUM

TO: ERP11-0061

FROM: Louis Mantini LM

DATE: April 4, 2011

RE: ERP11-0061; SAM BOYER BORROW PIT (NOTICED GENERAL)

This permit authorizes the construction of one upland borrow area not to exceed five (5) acres in surface area and ten (10) feet in maximum depth. This project will be conducted in a manner consistent with the application package received by the District from Sam Boyer on March 30, 2011, and in accordance with District rule 40B-400.500(4)(j), F.A.C.

A site visit was conducted on March 29, 2011with Mr. Boyer. The site is represented by Ortega and Ridgewood soils in USDA soil surveys, both mapping units described as having fine sands to a depth of at least 80 inches. Mr. Boyer has done a preliminary excavation, and the exposed pit confirms the soil survey. Mr. Boyer plans to construct above the SHGWT and will return for a permit modification to lower the bottom elevation of the pit for pond construction after completing the 5-acre borrow pit build-out.

LM

LOCATION RIDGEWOOD FL

Established Series
Rev. RW:AGH
07/1999

RIDGEWOOD SERIES

The Ridgewood series consists of very deep, somewhat poorly drained soils on uplands. They formed in beds of sandy marine deposits. Slopes range from 0 to 8 percent.

TAXONOMIC CLASS: Thermic, uncoated Aquic Quartzipsamments

TYPICAL PEDON: Ridgewood fine sand on a 2 percent north facing slope in a wooded area.

A--0 to 5 inches; dark gray (10YR 4/2) fine sand; single grained; loose; many fine and medium roots; very strongly acid; clear wavy boundary. (3 to 9 inches thick)

C1--5 to 13 inches; pale brown (10YR 6/3) fine sand; single grained; loose; few fine medium roots; very strongly acid; gradual wavy boundary.

C2--13 to 24 inches; very pale brown (10YR 7/3) fine sand with common medium distinct brownish yellow (10YR 6/8) mottles; and few light brownish gray (10YR 6/2) streaks; single grained; loose; few fine and medium roots; very strongly acid; gradual wavy boundary.

C3--24 to 56 inches; light gray (10YR 7/2) fine sand with common fine and medium distinct yellowish red (5YR 5/6) masses of iron accumulation; single grained; loose; few fine roots; very strongly acid; gradual wavy boundary.

C4--56 to 80 inches; light gray (10YR 7/2) fine sand; single grained; loose; very strongly acid. (The C horizons extends to below 80 inches.)

TYPE LOCATION: Clay County, Florida; 1600 feet south and 2400 feet west of the northeast corner of Sec. 18, T. 6 S., R. 26 E.; 0.3 mile south of Florida 16 and 200 feet west of County Road 315.

RANGE IN CHARACTERISTICS: Content of silt plus clay is less than 5 percent between depths of 10 to 40 inches. The soil reaction ranges from very strongly acid to neutral in all horizons. Texture is sand or fine sand throughout the profile.

The A horizon has hue of 10YR, value of 2 to 5, and chroma of 1 or 2, or is neutral (N) with these values.

The C horizon has hue of 10YR to 5Y, value of 5 to 8, and chroma of 2 to 8, or value of 4, and chroma of 3. Chromas above 2 are generally in the upper part above a depth of 40 inches. Redox features in various shades of red, yellow, brown, and gray occur in areas where the water table fluctuates and within 1 meter of the surface.

COMPETING SERIES: These are the Corolla and Ousley series in the same family and Chipley,

Ortega, Osier, and Pactolus soils in closely similar families. Corolla soils are affected by ocean salt spray and do not support trees. Ousley and Osier soils periodically flood. In addition, Osier soils are poorly drained. Chipley and Pactolus soils are in coated families. Ortega soils are moderately well drained.

GEOGRAPHIC SETTING: Ridgewood soils normally occur in nearly level to sloping landscapes. Slope gradients are dominantly 0 to 8 percent. The soil formed in thick beds of sandy marine sediments. The mean annual temperature is about 65 to 70 degrees F., and the mean annual precipitation is about 50 to 60 inches.

GEOGRAPHICALLY ASSOCIATED SOILS: These are the competing Ortega and Osier soils, and Albany, Hurricane, Leon, Mandarin, Plummer, and Pottsburg soils. Albany and Plummer soils have a Bt horizon at depths of 40 to 80 inches. Hurricane, Leon, Mandarin, and Pottsburg soils have Bh horizons. In addition Plummer, Leon, and Pottsburg soils are poorly drained.

DRAINAGE AND PERMEABILITY: Somewhat poorly drained. Rapid permeability. Slow runoff. The water table is 24 to 40 inches for 2 to 4 months or more during most years. It rises to depths of 15 to 24 inches for brief periods of less than 3 weeks. It is below a depth of 40 inches when extremely dry.

USE AND VEGETATION: Most areas of Ridgewood soils are in natural vegetation. Natural vegetation is a forest of slash and longleaf pine, water, laurel, and live oaks, and scattered turkey oak. The understory consists of waxmyrtle, bluestems, sumac, blue maidencane, blackberry, gallberry, scattered sawpalmetto, some wiregrass, and other grasses. Some areas have been cleared and are in pasture.

DISTRIBUTION AND EXTENT: Ridgewood soils are in northeast Florida. The series is of moderate extent.

MLRA SOIL SURVEY REGIONAL OFFICE (MO) RESPONSIBLE: Raleigh, North Carolina

REMARKS: Diagnostic horizons and features recognized in this pedon are:

Ochric epipedon--The zone from the surface of the soil to a depth of 5 inches.

Aquic Features--Masses of iron accumulation and iron depletion with chroma of 1 or 2 below a depth of 24 inches associated with a water table.

DATA: Soil Characterization Lab., IFAS, UOF
S10-3-(1-5), S34-8-(1-5), S45-4-(1-6), S65-18-(1-5)

TABULAR SERIES DATA:

SOI-5	Soil Name	Slope	Airtemp	FrFr/Seas	Precip	Elevation
FL0484	RIDGEWOOD	0- 8	-	-	-	-

SOI-5	FloodL	FloodH	Watertable	Kind	Months	Bedrock	Hardness
FL0484	NONE	RARE	2.0-3.5	APPARENT	JUN-NOV	60-60	

SOI-5	Depth	Texture	3-Inch	No-10	Clay%	-CEC-
FL0484	0- 5	FS S	0- 0	100-100	1- 3	-
FL0484	5-80	FS S	0- 0	100-100	0- 5	-

SOI-5	Depth	-pH-	O.M.	Salin	Permeab	Shnk-Swll
FL0484	0- 5	4.5- 7.3	.5-1.	0- 0	6.0- 20	LOW
FL0484	5-80	4.5- 7.3	-	0- 0	6.0- 20	LOW

National Cooperative Soil Survey
U.S.A.

LOCATION ORTEGA FL

Established Series
Rev. LTS:AGH
6/96

ORTEGA SERIES

The Ortega series consists of very deep, moderately well drained soils that formed in a sandy deposit on marine terraces. These soils are on nearly level to strongly sloping upland landscapes. Slopes range from 0 to 12 percent.

TAXONOMIC CLASS: Thermic, uncoated Typic Quartzipsamments

TYPICAL PEDON: Ortega fine sand on a smooth convex 1 percent slope in forest. (Colors are for moist soil.)

A--0 to 5 inches; grayish brown (10YR 5/2) fine sand; weak fine granular structure; very friable; very strongly acid; clear wavy boundary. (1 to 6 inches thick)

C1--5 to 33 inches; very pale brown (10YR 7/4) fine sand; single grained; loose; strongly acid; clear wavy boundary. (9 to 39 inches thick)

C2--33 to 48 inches; very pale brown (10YR 7/4) fine sand; common fine and medium distinct white (10YR 8/1) and reddish yellow (7.5YR 6/8) mottles below 40 inches; single grained; loose; moderately acid; clear smooth boundary. (0 to 28 inches thick)

C3--48 to 63 inches; white (10YR 8/1) fine sand; common medium distinct brownish yellow (10YR 6/6) and strong brown (7.5YR 5/8) masses of iron accumulation; single grained; slightly acid; clear smooth boundary. (7 to 24 inches thick)

C4--63 to 82 inches; very pale brown (10YR 8/2) fine sand; common coarse distinct black (5YR 2/1) organic stains in root channels; single grained; slightly acid.

TYPE LOCATION: Duval County, Florida; about 1,100 feet east of St. Johns Bluff Road, 1 7/16 miles south of Beach Boulevard in NW1/4NW1/4SW1/4, Sec. 5, T. 3 S. R. 28 E.

RANGE IN CHARACTERISTICS: These soils are extremely acid to slightly acid throughout. They are fine sand or sand to depths of more than 80 inches. Silt plus clay totals less than 5 percent between 10 and 40 inches.

The A horizon has hue of 10YR, value of 3 to 6, and chroma of 1 or 2.

The upper part of the C horizon has hue of 10YR, value of 5 to 7, and chroma of 3 to 8. Few to common, fine to coarse mottles or pockets of white or light gray uncoated sand grains occur in these horizons in some pedons, but are not indicative of wetness. In some pedons, reddish yellow, strong brown, or yellowish brown redox features occur in the lower part of the C2 horizon below a depth of about 48inches.

The lower part of the C horizon has hue of 10YR, value of 5 to 7, and chroma of 6 to 8; or value 7 or 8, chroma 1 or 2; or hue of 2.5Y, value of 7, and chroma of 4. This horizon has redox features in shades of brown, yellow, red, or gray.

In some pedons below a depth of about 60 inches, the Cg horizon has hue of 10YR, value of 6 to 8, and chroma of 1 or 2, with or without redox features in shades of red, yellow, gray, or black. Some pedons have few to common particles of heavy mineral present in this horizon.

COMPETING SERIES: These include the Fripp, Kershaw, Newhan, and Penney soils. Fripp, Kershaw, Newhan, and Penney soils lack a water table and do not have redox features within a depth of 60 inches.

GEOGRAPHIC SETTING: Ortega soils are in nearly level to strongly sloping landscapes. Slopes range from 0 to 12 percent. These soils formed in sandy marine or eolian deposits. The average annual precipitation is about 50 to 60, inches and mean annual temperature is about 65 to 70 degrees F.

GEOGRAPHICALLY ASSOCIATED SOILS: These are the competing Kershaw series and the Leon, Lynn Haven, Mandarin, Pottsburg, and Ridgeland series. Leon, Lynn Haven, Pottsburg, and Ridgeland soils are poorly drained and have Bh horizons at depths of less than 30 inches. In addition, Lynn Haven soils have umbric epipedons. Mandarin soils are somewhat poorly drained and have a Bh horizon.

DRAINAGE AND PERMEABILITY: Ortega soils are moderately well drained. Surface runoff is slow. Permeability is rapid. A water table is between 48 and 80 inches in depth for 6 to 8 months during most years but recedes to depths greater than 80 inches during droughty periods. The water table is above depths of 48 inches for periods of about 1 to 10 days duration after heavy rains during wet periods.

USE AND VEGETATION: Some areas of this soil are used for community development. A few areas are used for tame pasture, timber, and pulpwood production. Natural vegetation consists of second growth slash and longleaf pine, turkey and blackjack oak, and scattered saw palmetto with an understory of pineland threeawn, low panicums, and grassleaf goldaster.

DISTRIBUTION AND EXTENT: Northern peninsular Florida, Georgia, North Carolina, South Carolina, and possibly North Carolina. The series is of large extent.

MLRA SOIL SURVEY REGIONAL OFFICE (MO) RESPONSIBLE: Auburn, Alabama

SERIES ESTABLISHED: Duval County, Florida; 1977.

REMARKS: Ortega soils were formerly included as a thermic phase of the Tavares series. Based on a 2-year soil temperature study, the mean annual soil temperature range for this soil in Duval County, Florida is about 69.2 degrees to 71.5 degrees F. Water table depths based on field measurements in Duval County, Florida.

Diagnostic horizons recognized in this pedon are:

Ochric epipedon--the zone from the surface of the soil to a depth of approximately 5 inches (A horizon).

Data: Soil Characterization Lab., IFAS, UF S10-4-(1-5), S16-3-(1-7), S19-10-(1-4), S33-10-(1-7), S34-

15-(1-4), S37-3-(1-7), S45-5-(1-7), S65-7-(1-5), S65-17-(1-6)

MLRA=153A
REVISED=6/10/96, MHC

SIR/OSD REPORT

SOI-5 Soil Name Slope Airtemp FrFr/Seas Precip Elevation
FL0187 ORTEGA 0- 12 - - - -

SOI-5 FloodL FloodH Watertable Kind Months Bedrock Hardness FL0187 NONE 3.5-5.0 APPARENT JUN-JAN 60-60

SOI-5 Depth Texture 3-Inch No-10 Clay% -CEC- FL0187 0- 5 FS S 0- 0 100-100 1- 3 -
FL0187 5-82 FS S 0- 0 100-100 1- 3 -

SOI-5 Depth -pH- O.M. Salin Permeab Shnk-Swll
FL0187 0- 5 3.6- 6.5 1.-2. 0- 0 6.0- 20 LOW
FL0187 5-82 3.6- 6.5 - 0- 0 6.0- 20 LOW

National Cooperative Soil Survey
U.S.A.

ER APPLICATION ROUTING RM

ERP Number: ERP 11-0061

Project Name: Sam Boyer Borrow Pit -

County: Baker ***Date Received:*** 3/29/11

Project Manager: Wais ***Permit Type:*** nor

Fee Received (if required)	$ \	Check # \
Bond Received (if required)	Letter of Credit Letter of Guarantee $ \	Check # \
Noticed to State Agencies (if required) (FWC-ACOE-FDHR-FDEP)	YES	NO
Duplicate Copies Received?	YES	NO
Individual/Conceptual Application Newspaper Noticed/Building Dept. Clerk of Courts/BOCC	YES	NO
Related Projects ERP/Complaints/Enforcement		
Posted on Web	***Date Posted:*** 3/30/11	***Initials:***

TO	FROM	DATE / COMMENTS
Wais		3/30/11

Initial Environmental Staff Review

	YES	NO	N/A	COMMENTS
A. Is delineation required?	☐	☐	☐	
B. Was delineation provided?	☐	☐	☐	
C. Will project impact wetlands?	☐	☐	☐	
D. Is UMAM required?	☐	☐	☐	
E. Was UMAM provided?	☐	☐	☐	
F. Was mitigation plan provided?	☐	☐	☐	
G. Coastal Project?	☐	☐	☐	
H. Within Aquatic Preserve?	☐	☐	☐	

Notice of Intent to Construct, Operate, Maintain, Alter, Abandon, or Remove a Minor Silvicultural System Pursuant to S. 40B-400.500, Florida Administrative Code

This Noticed General Permit may be used only for activities that are designed to place the property into silvicultural use or to perpetuate the maintenance of the property in silvicultural use. This permit is invalid for any other purpose, such as land clearing prior to development.

1. This notice is for: ☑ Construction and Operation ☐ Alteration and Operation
☐ Removal ☐ Abandonment ☐ Maintenance

2. List any related permit numbers: N/A

3. If there have been any pre-application meetings, list the dates and names of personnel present:
Louis Mantini 3/29/11

4. The following page contains a list of the silvicultural activities that qualify for this permit. Please circle the letter that best describes the proposed work: a b c d e f g h i (j)

5. Provide a brief description of the proposed work, including dimensions and starting/ending dates of construction: 5-acre borrow pit (Eastern boundaries WAYS 2 and 3) X-drain @ wpt 004

Received SRWMD MAR 30 2011

6. Location of proposed system:
Original to File ERP11-0061
Copies to
County(ies): Taylor
Section(s)/Township/Range: 22 / 02 South / 22 East
Tax Parcel I.D. Number(s): 22-02-06-0140-07000 (will probably change-do not enter)
Water Course / Water Body most affected: Nearest Econfina
Upstream Watershed Area (if a watercourse crossing is proposed): N/A

7. Attach a recent aerial photo with the location of the property and project area clearly marked. A copy of the County Property Appraiser's most recent aerial photo is acceptable.

(Boyer Construction)

8. Owner of Land: Sam Boyer
Address: 4290 Golf Course RD
City, State: Perry FL Zip: 32348
Telephone: (850) 838-6036
Fax: (850) 584-8303

9. Agent:
Address:
City, State: Zip:
Telephone:
Fax:

I have full knowledge of and will comply with the requirements of Chapter 40B-400.500, F.A.C. I understand that this Noticed General Permit is available only under limited circumstances as set forth in Chapter 40B-400, F.A.C., and that permittees are required to comply with all limiting conditions listed in Section 40B-400.215 and Subsections 40B-400.500(5) and (6), F.A.C. A District permit does not relieve a permittee from obtaining necessary approvals from any other agency. I either own the property described in this application or have legal authority to allow access to the property, and I consent, after receiving prior notification, to any site visit by agents of the District necessary for the review and inspection of this project. I understand that the signature below of a person other than the owner is also certification that the person is authorized by the owner to act as the owner's agent for the purpose of procuring the permit.

Signature of Owner or Owner's Agent — Date: 3/29/11

When completed, send Certified Mail / Return Receipt Requested to:
Suwannee River Water Management District
9225 CR 49
Live Oak, Florida 32060

Incorporated by Reference in 40B-1.901, Florida Administrative Code
Form 40B-1.901(17)

boyer@fairpoint.net

ADDITIONAL INFORMATION ATTACHMENT

1.) The rule requires a usable road surface width of 28 feet or less. How wide is the usable road surface on your project?_____

2.) The rule requires a road construction corridor of 50 feet or less. How wide is the road construction corridor on your project?_____

3.) The rule allows fill material associated with forestry projects to cover up to 0.5. acres of surface area (width x length) per crossing. How much surface area of fill material is associated with your project?

_____

4.) The rule requires that roads and crossings must not cause impoundment of water and therefore must provide adequate conveyance of flow. Describe how your project meets this requirement, i.e., culvert size, spacing, etc.

_____

_____

_____

_____

_____

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SRWMD

MAR 30 2011

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Copies to _____

All questions must be answered in order to have a valid permit. If a question is not applicable to your project, please indicate with N/A.

Bruce A. Ratliff - Taylor County Property Appraiser

108 N Jefferson St - Suite 201
P.O. Box 936
Perry, Florida 32348-0936

Courthouse
Phone (850) 838-3511
Fax (850) 838-3545

Received
SRWMD
MAR 30 2011

Original to File
Copies to

FAX

Number of pages including cover sheet: 2

Date: 3/30/11

TO: Louis Martinia
SRWMD

PHONE:
FAX: 386-362-1080

FROM: Taylor County Property Appraiser
Taylor County Courthouse
P.O. Box 936
Perry, FL 32348

PHONE: (850) 838-3511
FAX: (850) 838-3545

REMARKS: ☐ URGENT ☐ FOR YOUR REVIEW ☐ REPLY ASAP ☐ PLEASE COMMENT

ERP11-0061

RECEIVED
SRWMD
MAR 30 2011

Sam Boyer

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MAR 30 2011

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CONFIDENTIALITY NOTICE:
THIS FACSIMILE TRANSMISSION (AND/OR THE DOCUMENTS ACCOMPANYING IT) MAY CONTAIN CONFIDENTIAL BELONGING TO THE SENDER. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSED, COPY, DISTRIBUTION OR TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS INFORMATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE TO ARRANGE FOR THE RETURN OF THE DOCUMENTS.

```
SEC TWP RGE SUBD   BLK    LOT
22   02  06 01407  500                    LEGAL:  LEG 0014.00 ACRES
NAME:BOYER SAM                                  COM NE COR OF NE 1/4 OF SE 1/4 RUN
ADD :                                           S 89D 13M 27S W 335.41 FT TH S 89D
ADD :P O BOX 1473                               13M 27S W 135.63 FT FOR POB TH S
ADD :                                           43D 52M 08S W 1037 FT TO NLY RW
CSZ :PERRY                 FL 32348             CO RD 14 TH N 53D 43M 51S W ALG RW
911 :                                           918.71 FT TH N 09D 07M 51S W 186.31
                                                FT TH N 89D 13M 27S E 1489.06 FT
LAND       :      $9,800        TD  :CO  EXEMPTION :          CAPYR :2011
AGR-VAL    :          $         DOR :0000  EX-AMT :              TAX BILL:      $.00
EX-FEAT    :          $
BUILDING   :          $
MARKET--->:       $9,800          LAND      UNIT-PRICE     LAND UNITS  APPRAISED COND
ASSESSMT->:       $9,800        0000-         $700.00          14.00      $9,800 100
              ----------
CAP PROT   :          $
CAP UPROT  :          $
TOT ASMT->:       $9,800
              ----------
EXEMP AMT  :          $
TAXABLE-->:       $9,800=SCH       $9,800=CO       $9,800=OTH              $=CTY
0-NXT,1-PRV,2-CHG,3-REKEY,4-MENU,5-BLDS,6-OPTION,7-FORMS,8-SALES,9-PRC,V-VALUE _
```

ERP11-0061

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SUWANNEE RIVER WATER MANAGEMENT DISTRICT

March 30, 2011

Sam Boyer
Boyer Construction
4290 Golf Course Road
Perry, FL 32348

Subject: Receipt of Environmental Resource Permit Application for Sam Boyer Borrow Pit - ERP11-0061 - Taylor County

Dear Mr. Boyer:

The Suwannee River Water Management District (District) received your application package on March 30, 2011, for Sam Boyer Borrow Pit. Your proposed project has been assigned permit number ERP11-0061, and is currently under review by permitting staff. You will receive a response from staff within 30 days after receipt of the application package. This is pursuant to Chapter 120.60(1), Florida Statutes.

Please be advised that it is a violation of District rules to begin any work before a permit is issued, unless you have applied for a General Permit After Notice for Construction, Operation, Maintenance, Alteration, Abandonment or Removal of Minor Silvicultural Surface Water Management Systems under section 40B-400.500, Florida Administrative Code. Your submitted application package does not alleviate you from having to obtain all other clearances, permits, or authorization required by any other unit of local, state, or federal government.

Florida Statutes 373.419 states, "Within 30 days after the completion of construction or alteration of any stormwater management system, dam, impoundment, reservoir, appurtenant work, or works, the permittee shall file a written statement of completion with the governing board..." We will enclose the appropriate forms upon issuance of the permit to satisfy the requirement.

If you have any further questions, please contact Louis Mantini at 386.362.1001, or toll free at 800.226.1066. In order to better serve you, please include the permit number in all correspondence.

Sincerely,

Tim Sagul, P.E.
Senior Professional Engineer

DON QUINCEY
Chairman
Chiefland, Florida

ALPHONAS ALEXANDER
Vice Chairman
Madison, Florida

RAY CURTIS
Secretary/Treasurer
Perry, Florida

N. DAVID FLAGG
Gainesville, Florida

CARL E. MEECE
O'Brien, Florida

C. LINDEN DAVIDSON
Lamont, Florida

HEATH DAVIS
Cedar Key, Florida

JAMES L. FRALEIGH
Madison, Florida

GUY N. WILLIAMS
Lake City, Florida

DAVID A. STILL
Executive Director
Lake City, Florida

Original to File
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MAR 30 2011

Received
SRWMD

1900-11DR3

Example Pond Cross-Section

Both sides 2:1 to above
SHOWT: 2:1 about

Berm above natural ground elevation

Natural ground elevation

Dimensions Legend

A = bank-full width (ft)
B = berm top-width (ft), if constructed above natural ground
C = berm height (ft), if constructed above natural ground
D = average depth (ft)
E = berm base-width (ft), if constructed above natural ground



Parcel_DOR_Taylor selection

Parcel_DOR_Taylor

approx_borrow_pit

approx_wetl_bndry

Received
SRWMD
MAR 30 2011

Original to File
Copies to

N

100 0 100 200 300 400
Feet

Sam Boyer
03/29/11
-020622

Louis Mantini, Reg Sci_032911

ERP11-0061

Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee the accuracy or suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 386-362-1001.
Map Created on 10/1/2008

EAP11-0001

RD 27
RD 28
RD 29
RD 30
RD 31
RD 32
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SUWANNEE
RIVER
WATER
MANAGEMENT
DISTRICT
9225 CR 49
LIVE OAK, FLORIDA 32060
TELEPHONE: (386) 362-1001
TELEPHONE: 800-226-1066
FAX (386) 362-1056

NOTICED GENERAL PERMIT

PERMITTEE:
BOYER CONSTRUCTION
4290 GOLF COURSE ROAD
PERRY, FL 32348

PERMIT NUMBER: ERP11-0061M
DATE ISSUED: 05/31/2011
DATE EXPIRES: 05/31/2014
COUNTY: TAYLOR
TRS: S22/T2S/R6E

PROJECT: SAM BOYER BORROW PIT MODIFICATION

Approved entity to whom operation and maintenance may be transferred pursuant to rule 40B-4.1130, Florida Administrative Code (F.A.C.):

SAM W. BOYER
POST OFFICE BOX 1473
PERRY, FL 32348

Based on information provided, the Suwannee River Water Management District's (District) rules have been adhered to and an environmental resource noticed general permit is in effect for the permitted activity description below:

This permit authorizes the construction of three ½-acre ponds within the footprint of the borrow pit authorized under ERP11-0061. This project will be conducted in a manner consistent with the application package completed by Oscar M Howard, III, Esq., for Sam Boyer on May 27, 2011, and in accordance with District rule 40B-4.2010 (1) (a) 10, F.A.C.

It is your responsibility to ensure that adverse off-site impacts do not occur either during or after construction. Any additional construction or alterations not authorized by this permit may result in flood control or water quality problems both on and off site and will be a violation of District rule.

You or any other substantially affected persons are entitled to request an administrative hearing or mediation. Please refer to enclosed notice of rights.

This permit is issued under the provisions of chapter 373, F.S., chapter 40B-4, and chapter 40B-400, F.A.C. A noticed general permit authorizes the construction, operation, maintenance, alteration,

abandonment, or removal of certain minor surface water management systems. This permit authorizes the permittee to perform the work necessary to construct, operate, and maintain the surface water management system shown on the application and other documents included in the application. This is to notify you of District's agency action concerning Notice Of Intent. This action is taken pursuant to rule 40B-4 and 40B-400, F.A.C.

General Conditions for All Noticed General Permits:

1. The terms, conditions, requirements, limitations, and restrictions set forth in this section are general permit conditions and are binding upon the permittee for all noticed general permits in Part II of this chapter. These conditions are enforceable under Part IV of chapter 373, F.S.

2. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit. A violation of the permit is a violation of Part IV of chapter 373, F.S., and may result in suspension or revocation of the permittee's right to conduct such activity under the general permit. The District may also begin legal proceedings seeking penalties or other remedies as provided by law for any violation of these conditions.

3. This general permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.

4. This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit and Part II of this chapter.

5. This general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to human health or welfare, animal, plant or aquatic life, or property. It does not allow the permittee to cause pollution in contravention of Florida Statutes and District rules.

6. The permittee is hereby advised that s.253.77, F.S., states that a person may not commence any excavation, construction or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

7. The authorization to conduct activities pursuant to general permit may be modified, suspended or revoked in accordance with chapter 120, and s.373.429, F.S.

8. This permit shall not be transferred to a third party except pursuant to s.40B-4.1130, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located.

9. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to insure conformity with the plans and specifications approved by the permit.

10. The permittee shall maintain any permitted system in accordance with the plans submitted to the District and authorized by this general permit.

11. A permittee's right to conduct a specific noticed activity under this noticed general permit is authorized for the duration on the front of this permit.

12. Construction, alteration, operation, maintenance, removal and abandonment approved by this general permit shall be conducted in a manner which does not cause violations of state water quality standards, including any antidegradation provisions of s.62-4.242(1)(a) and (b), 62-4.242(2) and (3), and 62-302.300, F.A.C., and any special standards for Outstanding Florida Waters and Outstanding National Resource Waters. The permittee shall implement best management practices for erosion, turbidity and other pollution control to prevent violation of state water quality standards. Temporary erosion control measures such as sodding, mulching, and seeding shall be implemented and shall be maintained on all erodible ground areas prior to and during construction. Permanent erosion control measures such as sodding and planting of wetland species shall be completed within seven days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands or other surface waters exists due to the permitted activity. Turbidity barriers shall remain in place and shall be maintained in a functional condition at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

13. The permittee shall hold and save the District harmless from any and all damages, claims or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the general permit.

14. The permittee shall immediately notify the District in writing of any previously submitted

information that is later discovered to be inaccurate.

15. The permittee shall perform all construction authorized in a manner so as to minimize adverse impacts to fish, wildlife, natural environmental values, and water quality. The permittee shall institute necessary measures during construction including riprap, reinforcement, or compaction of any fill materials placed around newly installed structures, to minimize erosion, turbidity, nutrient loading, and sedimentation in the receiving waters.

16. The permit is issued based on the information submitted by the applicant which reasonably demonstrates that adverse off-site water resource impacts will not be caused by the permitted activity. It is the responsibility of the permittee to insure that such adverse impacts do not in fact occur either during or after construction.

WITHIN 30 DAYS AFTER COMPLETION OF THE PROJECT, THE PERMITTEE SHALL NOTIFY THE DISTRICT, IN WRITING, THAT THE FACILITIES ARE COMPLETE.

Approved by _____ Date Approved 5/31/11
District Staff

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

NOTICE OF RIGHTS

1. A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the Suwannee River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Section 120.569 and 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Sections 120.569 and 120.57 Florida Statutes. Pursuant to Rule 28-106.111, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). A petition must comply with Chapter 28-106, Florida Administrative Code.

2. If the Governing Board takes action which substantially differs from the notice of District decision to grant or deny the permit application, a person whose substantial interests are or may be determined has the right to request an administrative hearing or may chose to pursue mediation as an alternative remedy as described above. Pursuant to Rule 28-106.111, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). Such a petition must comply with Chapter 28-106, Florida Administrative Code.

3. A substantially interested person has the right to a formal administrative hearing pursuant to Section 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must comply with the requirements set forth in Rule 28-106.201, Florida Administrative Code.

4. A substantially interested person has the right to an informal hearing pursuant to Section 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

5. A petition for an administrative hearing is deemed filed upon receipt of the petition by the Office of the District Clerk at the District Headquarters in Live Oak, Florida.

6. Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing pursuant to Rule 28-106.111, Florida Administrative Code.

7. The right to an administrative hearing and the relevant procedures to be followed is governed by Chapter 120, Florida Statutes, and Chapter 28-106, Florida Administrative Code.

8. Pursuant to Section 120.68, Florida Statutes, a person who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

9. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy of the Department of Environmental Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.

10. For appeals to the District Courts of Appeal, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.

11. Failure to observe the relevant time frames for filing a petition for judicial review, or for Commission review, will result in waiver of the right to review.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Notice of Rights has been sent by U.S. Mail to:

BOYER CONSTRUCTION
4290 GOLF COURSE ROAD
PERRY, FL 32348

At 4:00 p.m. this 31 day of May, 2011.

Jon M. Dinges
Deputy Clerk
Suwannee River Water Management District
9225 C.R. 49

Live Oak, Florida 32060
386.362.1001 or 800.226.1066 (Florida only)

cc: File Number: ERP11-0061M

SUWANNEE
RIVER
WATER
MANAGEMENT
DISTRICT
9225 CR 49
LIVE OAK, FLORIDA 32060
TELEPHONE: (386) 362-1001
TELEPHONE: 800-226-1066
FAX (386) 362-1056

NOTICED GENERAL PERMIT

PERMITTEE:
BOYER CONSTRUCTION
4290 GOLF COURSE ROAD
PERRY, FL 32348

PERMIT NUMBER: ERP11-0061
DATE ISSUED: 04/04/2011
DATE EXPIRES: 04/04/2012
COUNTY: TAYLOR
TRS: S22/T2S/R6E

PROJECT: SAM BOYER BORROW PIT

Approved entity to whom operation and maintenance may be transferred pursuant to rule 40B-4.1130, Florida Administrative Code (F.A.C.):

SAM W. BOYER
POST OFFICE BOX 1473
PERRY, FL 32348

Based on information provided, the Suwannee River Water Management District's (District) rules have been adhered to and an environmental resource noticed general permit is in effect for the permitted activity description below:

This permit authorizes the construction of one upland borrow area not to exceed five (5) acres in surface area and ten (10) feet in maximum depth. This project will be conducted in a manner consistent with the application package received by the District from Sam Boyer on March 30, 2011, and in accordance with District rule 40B-400.500(4)(j), F.A.C.

It is your responsibility to ensure that adverse off-site impacts do not occur either during or after construction. Any additional construction or alterations not authorized by this permit may result in flood control or water quality problems both on and off site and will be a violation of District rule.

You or any other substantially affected persons are entitled to request an administrative hearing or mediation. Please refer to enclosed notice of rights.

This permit is issued under the provisions of chapter 373, F.S., chapter 40B-4, and chapter 40B-400, F.A.C. A noticed general permit authorizes the construction, operation, maintenance, alteration,

abandonment, or removal of certain minor surface water management systems. This permit authorizes the permittee to perform the work necessary to construct, operate, and maintain the surface water management system shown on the application and other documents included in the application. This is to notify you of District's agency action concerning Notice Of Intent. This action is taken pursuant to rule 40B-4 and 40B-400, F.A.C.

General Conditions for All Noticed General Permits:

1. The terms, conditions, requirements, limitations, and restrictions set forth in this section are general permit conditions and are binding upon the permittee for all noticed general permits in Part II of this chapter. These conditions are enforceable under Part IV of chapter 373, F.S.

2. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit. A violation of the permit is a violation of Part IV of chapter 373, F.S., and may result in suspension or revocation of the permittee's right to conduct such activity under the general permit. The District may also begin legal proceedings seeking penalties or other remedies as provided by law for any violation of these conditions.

3. This general permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.

4. This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit and Part II of this chapter.

5. This general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to human health or welfare, animal, plant or aquatic life, or property. It does not allow the permittee to cause pollution in contravention of Florida Statutes and District rules.

6. The permittee is hereby advised that s.253.77, F.S., states that a person may not commence any excavation, construction or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

7. The authorization to conduct activities pursuant to general permit may be modified, suspended or revoked in accordance with chapter 120, and s.373.429, F.S.

8. This permit shall not be transferred to a third party except pursuant to s.40B-4.1130, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located.

9. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to insure conformity with the plans and specifications approved by the permit.

10. The permittee shall maintain any permitted system in accordance with the plans submitted to the District and authorized by this general permit.

11. A permittee's right to conduct a specific noticed activity under this noticed general permit is authorized for the duration on the front of this permit.

12. Construction, alteration, operation, maintenance, removal and abandonment approved by this general permit shall be conducted in a manner which does not cause violations of state water quality standards, including any antidegradation provisions of s.62-4.242(1)(a) and (b), 62-4.242(2) and (3), and 62-302.300, F.A.C., and any special standards for Outstanding Florida Waters and Outstanding National Resource Waters. The permittee shall implement best management practices for erosion, turbidity and other pollution control to prevent violation of state water quality standards. Temporary erosion control measures such as sodding, mulching, and seeding shall be implemented and shall be maintained on all erodible ground areas prior to and during construction. Permanent erosion control measures such as sodding and planting of wetland species shall be completed within seven days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands or other surface waters exists due to the permitted activity. Turbidity barriers shall remain in place and shall be maintained in a functional condition at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

13. The permittee shall hold and save the District harmless from any and all damages, claims or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the general permit.

14. The permittee shall immediately notify the District in writing of any previously submitted

information that is later discovered to be inaccurate.

15. The permittee shall perform all construction authorized in a manner so as to minimize adverse impacts to fish, wildlife, natural environmental values, and water quality. The permittee shall institute necessary measures during construction including riprap, reinforcement, or compaction of any fill materials placed around newly installed structures, to minimize erosion, turbidity, nutrient loading, and sedimentation in the receiving waters.

16. The permit is issued based on the information submitted by the applicant which reasonably demonstrates that adverse off-site water resource impacts will not be caused by the permitted activity. It is the responsibility of the permittee to insure that such adverse impacts do not in fact occur either during or after construction.

WITHIN 30 DAYS AFTER COMPLETION OF THE PROJECT, THE PERMITTEE SHALL NOTIFY THE DISTRICT, IN WRITING, THAT THE FACILITIES ARE COMPLETE.

Approved by _____ Date Approved 4/4/11
District Staff

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

NOTICE OF RIGHTS

1. A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the Suwannee River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Section 120.569 and 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Sections 120.569 and 120.57 Florida Statutes. Pursuant to Rule 28-106.111, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). A petition must comply with Chapter 28-106, Florida Administrative Code.

2. If the Governing Board takes action which substantially differs from the notice of District decision to grant or deny the permit application, a person whose substantial interests are or may be determined has the right to request an administrative hearing or may chose to pursue mediation as an alternative remedy as described above. Pursuant to Rule 28-106.111, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). Such a petition must comply with Chapter 28-106, Florida Administrative Code.

3. A substantially interested person has the right to a formal administrative hearing pursuant to Section 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must comply with the requirements set forth in Rule 28-106.201, Florida Administrative Code.

4. A substantially interested person has the right to an informal hearing pursuant to Section 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

5. A petition for an administrative hearing is deemed filed upon receipt of the petition by the Office of the District Clerk at the District Headquarters in Live Oak, Florida.

6. Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing pursuant to Rule 28-106.111, Florida Administrative Code.

7. The right to an administrative hearing and the relevant procedures to be followed is governed by Chapter 120, Florida Statutes, and Chapter 28-106, Florida Administrative Code.

8. Pursuant to Section 120.68, Florida Statutes, a person who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

9. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy of the Department of Environmental Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.

10. For appeals to the District Courts of Appeal, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.

11. Failure to observe the relevant time frames for filing a petition for judicial review, or for Commission review, will result in waiver of the right to review.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Notice of Rights has been sent by U.S. Mail to:

BOYER CONSTRUCTION
4290 GOLF COURSE ROAD
PERRY, FL 32348

At 4:00 p.m. this 5 day of April, 2011.

Jon M. Dinges
Deputy Clerk
Suwannee River Water Management District
9225 C.R. 49

Live Oak, Florida 32060
386.362.1001 or 800.226.1066 (Florida only)

cc: File Number: ERP11-0061

(13)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	AULEY ROWELL TO ADDRESS THE BOARD ABOUT ALLEGED ETHICS VIOLATIONS, AS AGENDAED BY AULEY ROWELL.
MEETING DATE REQUESTED:	11/1/11

Statement of Issue: MR. ROWELL TO ADDRESS THE BOARD REGARDING ALLEGED ETHICS VIOLATIONS

Recommended Action: **N/A**

Fiscal Impact: **N/A**

Budgeted Expense: N/A

Submitted By: MR. AULEY ROWELL

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: MR. ROWELL ASKED TO BE PLACED ON THE OCTOBER 18, 2011 BOARD AGENDA AT THE PREVIOUS BOARD MEETING (OCTOBER 3, 2011).

Options:

Attachments:

14

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to review and approve contract with Music Construction, Inc. as per Bidding Documents for Runway 18-36 Rehabilitation.
MEETING DATE REQUESTED:	November 1, 2011

Statement of Issue: **Board to review and approve contract with Music Construction, Inc. in the amount of $787,832.50 for the rehabilitation of Runway 18-36 at Perry Foley Airport. The contract includes the Base Bid and Additive Alternate No. 4.**

Recommended Action: **Approve contract with Music Construction, Inc.**

Fiscal Impact: **The County has received a grant from FAA in the amount of $829,680.13, a FDOT grant in the amount of $20,000 and will be providing a match of $23,667.37 for a total project cost of $873,347.50. The County has a contract with AVCON, Inc. in the amount of $85,815 for the design, engineering, and construction management services.**

Budgeted Expense: Y/N **Yes, the project has been budgeted for FY 2011-2012**

Submitted By: **Melody Cox**

Contact: **Melody Cox**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **Phase I of the Runway 18-36 Runway Rehabilitation project was completed in 2010 with a grant from FAA. Phase I was the design and engineering required for the rehabilitation of Runway 18-36. Phase II will be funded with FAA and FDOT grants and a match from the County in the amount of $23,667.37 which was approved by the Board June 21, 2011. The Board received four bids for the project August 1, 2011. The Board awarded the bid to Music Construction, Inc. August 16, 2011. The Bid was awarded in the amount of $787,8320.50 for the Base Bid and Additive Alternate No. 4.**

Attachments: Bidding Documents for Runway 18-36 Rehabilitations, Performance Bonds, Certificate of Insurance from Music Construction, Inc. and Construction Drawings For Runway 18-36 Rehabilitation

Music Construction, Inc.

A Florida Corporation
12285 235th Road
Live Oak, Florida 32060

Phone: 386-658-1598 • Fax: 386-658-2481
musicconstruction@windstream.net

October 11, 2011

Melody Cox
Taylor County Board of County Commissioners
401 Industrial Park Drive
Perry, Florida 32348

Re: Runway 18-36 Rehabilitation
Perry-Foley Airport

Melody:

Enclosed are the Performance and Payment Bonds, along with a Certificate of Insurance, sent to you, per request of John Collins, Engineer.

Sincerely,

Mary C. Redding,
Secretary/Treasurer

encl:

Music Construction Inc. is an equal opportunity employer in accordance with 41CFR 60-4.3(a), 60-250.4(m), 60-741.4(f) and 61-250.10

Bond Number 929537705

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Music Construction, Inc.
12285 235th Road
Live Oak, FL 32060
(386) 658-1598

SURETY (Name and Principal Place of Business):
Western Surety Company
101 S Phillips Avenue
Sioux Falls, SD 57104
(407) 919-3948

OWNER (Name and Address): Taylor County Board of County Commissioners
201 East Green Street
Perry, FL 32347
(850) 584-3500

CONSTRUCTION CONTRACT
Date:
Amount: Seven Hundred and Eighty Seven Thousand Eight Hundred Thirty Two Dollars and 50/100 ($787,832.50)
Description (Name and Location):
Runway 18-36 Rehabilitation, Perry-Foley Airport, Industrial Drive, Perry, Florida

BOND
Date (Not earlier than Construction Contract Date):
Amount: Seven Hundred and Eighty Seven Thousand Eight Hundred Thirty Two Dollars and 50/100 ($787,832.50)
Modifications to this Bond: ☐ None ☒ See other side

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Music Construction, Inc.
Signature: Mary C. Redding
Name and Title: Mary C. Redding
Secretary/Treasurer
Music Construction, Inc.

SURETY
Company: (Corporate Seal)
Western Surety Company
Signature: Joseph W. LoPresti
Name and Title:
Joseph W LoPresti
Attorney-In-Fact & Florida Resident Agent

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:
Brown & Brown of Florida, Inc. PO Box 15519
Tampa, FL 33684-5519
Inquires: 813-226-1337

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.
The language in this document conforms exactly to the language used in AIA Document A312 - Payment Bond - December 1984 Edition.

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void it the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The surety shall have no obligation to Claimants under this bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Pargraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, it any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Paragraph 6 of this Bond is deleted in its entirety and replaced with the following provision: "Within a reasonable time (1) after the Claimant has satisfied the conditions of Paragraph 4 and (2) after the Surety has reviewed all supporting documentation it requested to substantiate the amount of the claim, the Surety shall pay or arrange for payment of any undisputed amounts. Failure of the Surety to satisfy the above requirements shall not be deemed a forfeiture or waiver of the Surety's or the Contractor's defenses under this Bond or their right to dispute such claim. However, in such event the Claimant may bring suit against the Surety as provided under this Bond.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Joseph W. LoPresti, Steve Ayers, Anna Lee Duncan, Mary Jane Gwyn, Mia Bush, Individually

of Tampa, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 30th day of July, 2008.

WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota
County of Minnehaha } ss

On this 30th day of July, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012

D. KRELL
NOTARY PUBLIC
SOUTH DAKOTA

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26th day of September, 2011.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-09-06

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Bond Number 929537705

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Music Construction, Inc.
12285 235th Road
Live Oak, FL 32060
(386) 658-1598

SURETY (Name and Principal Place of Business):
Western Surety Company
101 S Phillips Avenue
Sioux Falls, SD 57104
(407) 919-3948

OWNER (Name and Address):
Taylor County Board of County Commissioners
201 East Green Street
Perry, FL 32347
(850) 584-3500

CONSTRUCTION CONTRACT
Date:
Amount: Seven Hundred and Eighty Seven Thousand Eight Hundred Thirty Two Dollars and 50/100 ($787,832.50)
Description (Name and Location):
Runway 18-36 Rehabilitation, Perry-Foley Airport, Industrial Drive, Perry, Florida

BOND
Date (Not earlier than Construction Contract Date):
Amount: Seven Hundred and Eighty Seven Thousand Eight Hundred Thirty Two Dollars and 50/100 ($787,832.50)
Modifications to this Bond: [X] None [ ] See other side

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Music Construction, Inc.
Signature: Mary C. Redding
Name and Title: Mary C. Redding
Secretary/Treasurer
Music Construction, Inc.

SURETY
Company: (Corporate Seal)
Western Surety Company
Signature: Joseph W. LoPresti
Name and Title:
Joseph W LoPresti
Attorney-In-Fact & Florida Resident Agent

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Brown & Brown of Florida, Inc. PO Box 15519
Tampa, FL 33684-5519
Inquires: 813-226-1337

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.

The language in this document conforms exactly to the language used in AIA Document A312 - Performance Bond - December 1984 edition.

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract; arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract; and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages of the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction contract after all proper adjustments have been made, including allowance to the Contractor or any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

OP ID: MB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/26/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELYOR 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 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 Brown & Brown of Florida, Inc. P. O. Box 15519 Tampa, FL 33684-5519 Joseph W. LoPresti 813-226-1300 813-226-1313	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: MUSIC-1
INSURED Music Construction Inc 12285 235th Road Live Oak, FL 32060-9262	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Amerisure Mutual Ins Co 23396 INSURER B : Amerisure Insurance Co. 19488 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			GL2025976	01/01/11	01/01/12	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CA2025974	01/01/11	01/01/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $			CU2025978	01/01/11	01/01/12	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC2025977	01/01/11	01/01/12	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A	Rented & Leased Equipment			CPP2025975	01/01/11	01/01/12	Limit	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
See "Certificate Attachment-Music Construction, Inc." dated 1-1-11 attached.

Re: Runway 18-36 Rehabilitation, Perry-Foley Airport

CERTIFICATE HOLDER

TAYLOR

Taylor County Board of County Commissioners
201 E Green Street
Perry, FL 32347

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

Mia Bush

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CERTIFICATE ATTACHMENT - MUSIC CONSTRUCTION INC.

Coverage Form
General Liability coverage form CG0001 applies.

Additional Insured
Certificate Holder is a General Liability Additional Insured and an Auto Liability Designated Insured, when required by written contract.

Primary / Non-Contributory Additional Insured
Primary and non-contributory General Liability Additional Insured provision applies, when required by written contract.

Per Project General Aggregate
General Liability Per Project General Aggregate applies

Contractual Liability
General Liability and Auto Liability Insured Contract contractual liability provisions apply.

Separation of Insureds
General Liability and Auto Liability Separation of Insureds provisions apply.

Waiver of Subrogation
Waiver of Transfer Of Rights Of Recovery Against Others To Us provision as respects General Liability, Auto Liability, and Workers Compensation applies in favor of Certificate Holder, when required by written contract.

Excess Liability Underlying Insurance
Excess Liability schedule of underlying insurance includes General Liability, Auto Liability, and Workers Compensation Employers Liability.

1-1-11

CONFORMED DOCUMENTS

for

RUNWAY 18-36 REHABILITATION

at

Perry Foley Airport
Perry, Florida

Prepared for:

Taylor County,
Board of County Commissioners

Prepared by:

AVCON, INC.
320 Bayshore Dr, Suite A
Niceville, Florida 32578
Phone: 850.678.0050

AVCON PROJECT #:
2011.148.01

September 2011

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CONTRACT

STANDARD FORM OF AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20_11___ by and between the Taylor County Board of County Commissioners (hereinafter called Owner) and ___Music Construction, Inc._____(hereinafter called Contractor). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

RUNWAY 18-36 REHABILITATION
PERRY FOLEY AIRPORT

BASE BID
ADDITIVE ALTERNATE NO. 4

Article 2. ENGINEER.

The Project has been designed by:

AVCON, INC.
320 Bayshore Drive, Suite A
Niceville, Florida 32578
850-678-0050 office
850-678-0040 fax

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

Article 3. CONTRACT TIMES.

3.1 The Base Bid work shall be substantially complete within _120_ calendar days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions. The Base Bid Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run. ~~If Additive Alternate No. 1 is awarded, an additional 60 days shall be added to the substantial and final completion schedules. If Additive Alternates No. 2 and 3 is awarded, an additional 60 days shall be added to the substantial and final completion schedules. No additional time shall be added for Additive Alternates No. 4 and 5.~~

3.2 *Liquidated Damages.* Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also

recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring of such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

3.3 Liquidated damages, based upon the original contract amount of $ 787,832.50 ,will be Five-Hundred dollars ($500.00) per calendar day.

Article 4. CONTRACT PRICE.

This is a unit price contract. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Schedule submitted in the Bid Form. The cost of this project is $ 787,832.50 as per the attached Contractor bid.

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

Article 5. PAYMENT PROCEDURES

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

5.1 *Progress Payments; Retainage.* Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 31 day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured based on the number of units completed.

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

90 % of Work completed (with the balance being retainage).

90 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 90 % of the Contract Price (with the balance being retainage), less such amounts as Engineer

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

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

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

Article 6. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

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

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

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

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

Article 7. CONTRACT DOCUMENTS

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

7.1 This Agreement (pages A-1 to A-6, inclusive)

7.2 Performance, Payment, and other Bonds

7.3 Notice to Proceed

7.4 General Conditions (pages GC-1 to GC-56, inclusive), Division 1 Specifications, General Provisions (pages GP-1 to GP-56, inclusive), and Special Provisions of the project manual

7.5 Specifications package as listed in the table of contents thereof

7.6 Drawings consisting of a cover sheet and sheets numbered G1 through G10, C1 through C52, F1, and E1 through E32, inclusive, with each sheet bearing the following general title:

RUNWAY 18-36 REHABILITATION
PERRY FOLEY AIRPORT

7.7 Addenda numbers 1 to 1, inclusive

7.8 Contractor's Bid Proposal, including submitted Bid Form and Bid Schedule

7.9 Documentation submitted by Contractor prior to Notice of Award

7.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions

The documents listed in paragraph 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are not Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 8. MISCELLANEOUS.

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

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

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

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

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

This Agreement will be effective on _____, 20_11__ (which is the Effective Date of the Agreement).

OWNER:

TAYLOR COUNTY BOARD OF
COUNTY COMMISSIONERS

Signed:_____

Printed Name: _____

Title: _____

[CORPORATE SEAL]

ATTEST
Signed:_____

Printed Name: _____

Address for giving notices:

Melody Cox, Grants Administrator

Taylor County

201 East Green Street

Perry, Foley 32347

CONTRACTOR

_____

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

Signed: _____

Printed Name: _____

Title: _____

[CORPORATE SEAL]

ATTEST
Signed:_____

Printed Name: _____

Address for giving notices:

_____

_____

_____

_____

BID FORM

PROJECT IDENTIFICATION:

RUNWAY 18-36 REHABILITATION
PERRY FOLEY AIRPORT

THIS BID IS SUBMITTED TO:

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in these documents to perform and furnish all Work as specified or indicated in these documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of these documents.

2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one hundred twenty (120) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.

3. In submitting this Bid, Bidder represents as more fully set forth in the Agreement, that:

   (a) Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

   Addendum No.: One Date: July 26, 2011

   Addendum No.: _____ Date: _____

   Addendum No.: _____ Date: _____

   Addendum No.: _____ Date: _____

   (b) Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.

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

   (d) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. Bidder accepts the determination set forth in Article 4 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in paragraph 4.2 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicted in the Bidding Documents with respect to

underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of these Documents.

(e) Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in these documents.

(f) Bidder has correlated the information known to Bidder, information and observation obtained from visits to the site, reports and drawings identified in these documents and all additional examinations, investigations, explorations, tests, studies, and data with these documents.

(g) Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in these documents and the written resolution thereof by Engineer is acceptable to Bidder, and these documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder will complete the Work in accordance with these documents for the price found in the Bid Schedule:

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

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

5. Bidder agrees that Work associated with the Base Bid for the **RUNWAY 18-36 REHABILITATION** project will be substantially complete 120 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions. Bidder also agrees that Work associated with the Base Bid for the **RUNWAY 18-36 REHABILITATION** project will be completed and ready for final payment in accordance with paragraph 14.13 of the general conditions within 150 calendar days after the date when the Contract Time commences to run. If Additive Alternate No. 1 is awarded, an additional 60 days shall be added to the substantial and final completion schedules. If Additive Alternates No. 2 and 3 is awarded, an additional 60 days shall be added to the substantial and final completion schedules. No additional time shall be added for Additive Alternates No. 4 and 5.

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

7. The following documents are attached to and made a condition of this Bid and shall be completed and submitted as part of a responsive bid proposal. Bid proposals that do not include the following documents may be considered unresponsive:

   (a) This bid form (BF-1 to BF-5) fully completed. ✓

   (b) Bid schedule completed, with bid unit prices indicated numerically and in words (BS-1 to ~~BS-14~~ *12*). ✓ 1

   (c) Bid Affidavit (BA-1) ✓

   (d) Bid Security as required by the Instructions to Bidders in the form of a certified or bank check made payable to Taylor County or a Bid Bond on form attached (BB-1 to BB-2), issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions. ✓

   (e) Required Bidder's Qualification Questionnaire with supporting data. (BQQ-1 to BQQ-3) ✓

   (f) Form of Noncollusion Affidavit (NCA-1) ✓

   (g) Certification of Non-Segregated Facilities (NSF-1) ✓

   (h) Drug-Free Workplace Certification (DFWC-1) ✓

   (i) Indemnification and Hold Harmless (IHH-1) ✓

   (j) Worker's Compensation Affidavit (WCA-1) ✓

   (j) Buy American Certificate (BAC-1) ✓

   (k) Sworn Statement under Section 287.133 (3)(a), Florida Statutes, on Public Entity Crimes (SSPEC-1 to SPPEC-3) ✓

   (l) Davis-Bacon Wage Rates Certification (DBC-1) ✓

   (m) Disadvantaged Business Enterprise Program (DBEP-1 to DBEP-4) ✓ 0

   (n) DBE Certificate of Compliance Form (DBECF-1) ✓

   (o) Insurance Compliance (IC-1) 0 ✓

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

Music Construction, Inc.

12285 235th Road

Live Oak, Florida 32060

PAGE REPLACED PER ADDENDUM NO. 1 △1

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

SUBMITTED on August 1 ,20 11

State Contractor License No. CBC060439 & CUC1223805

If Bidder is:

An Individual

By n/a (SEAL)
(Individual's Name)
doing business as n/a
Business address: n/a
n/a
Phone No.: n/a

A Partnership

By n/a (SEAL)
(Firm Name)
n/a
(General Partner)
Business address: n/a
n/a
Phone No.: n/a

A Corporation

By Music Construction, Inc. (SEAL)
(Corporation Name)
Florida
(State of Incorporation)
By Dennis Music (SEAL)
Dennis Music (Name of person authorized to sign)
President
(Title)

(Corporate Seal)

Attest Mary C. Redding
Mary C. Redding (Secretary)

Business address: 12285 235th Road

Live Oak, Florida 32060

Phone No.: 386-658-1598

Date of Qualification to do business is 2/14/79

A Joint Venture

By n/a (SEAL)
(Name)

n/a
(Address)

By n/a (SEAL)
(Name)

n/a
(Address)

Phone Number and Address for receipt of official communications

n/a

n/a

n/a

n/a

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

BID SCHEDULE - UNIT PRICES

(This is a Unit Price Contract)

BIDDER: Music Construction, Inc **DATE:** August 1, 2011

AIRPORT NAME: Perry Foley Airport

PROJECT DESCRIPTION: Runway 18-36 Rehabilitation

BID SCHEDULE

Base Bid - North Runway 18-36 Pavement Rehabilitation

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
1	M-101	Mobilization & Maintenance of Traffic Seventy thousand ~~No~~ Dollars and No Cents	LS	1	70,000.00	70,000.00
2	P-120-1	Pavement Removal - Complete Asphalt Removal (Approx. 2" Depth) One Dollar and No Cents	SY	26,300	$1.00	$26,300.00
3	P-120-2	Pavement Removal - Complete Asphalt Removal (Approx. 1 1/4" Depth) One Dollar and No Cents	SY	6,100	$1.00	$6,100.00
4	P-152	Excavation and Embankment Two Thousand Five Hundred Dollars and No Cents	LS	1	$2,500.00	$2,500.00
5	P-156	Erosion and Pollution Control Five Thousand Dollars and No Cents	LS	1	$5,000.00	$5,000.00

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
6	P-211	Lime Rock Base Course (Variable Depth) Seven ~~No~~ Dollars and No Cents ✓	SY	32,400	7.00 ✓	226,800.00
7	P-401	Bituminous Surface Course (Superpave™) Ninety Four Dollars and No Cents ✓	TON	4,430	$94.00 ✓	$416,420.00
8	P-605	Joint Sealing Filler Two Dollars and Fifty Cents ✓	LF	10,800	$2.50 ✓	$27,000.00
9	T-904	Sodding, Bahia Argentina Two Dollars and No Cents ✓	SY	2,800	$2.00 ✓	$5,600.00
10	SP-8	Hazardous Material Disposal Five Thousand Dollars and No Cents ✓	AL	1	$5,000.00 ✓	$5,000.00
11	SP-9	Quartz Runway Edge Light Replacement Two Thousand Five Hundred Dollars and No Cents ✓	EA	3	$2,500.00 ✓	$7,500.00

For all work required to perform the Base Bid in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Base Bid amount of:

TOTAL BASE BID AMOUNT(in words): Seven hundred ninety-eight thousand two hundred twenty dollars + no cents.

798,220.00
(amount in numbers)

Note: Total Base Bid amount shall equal the sum of the totals for Bid Items No. 1 through 11

Additive Alternate No. 1 - South Runway 18-36 Pavement Rehabilitation

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
12	M-101	Mobilization & Maintenance of Traffic Thirty-three thousand ~~No~~ Dollars and No Cents ✓	LS	1	33,000.00 ✓	33,000.00
13	P-120-1	Pavement Removal - Complete Asphalt Removal (Approx. 2" Depth) One Dollar and No Cents ✓	SY	26,300	$1.00 ✓	$26,300.00
14	P-120-2	Pavement Removal - Complete Asphalt Removal (Approx. 1 1/4" Depth) One Dollar and No Cents ✓	SY	~~160~~ 4,900	$1.00 ✓	$4,900.00
15	P-120-3	Pavement Removal - Complete Concrete Removal (Approx. 6" Depth) Eleven Dollars and No Cents ✓	SY	470	$11.00 ✓	$5,170.00
16	P-152	Excavation and Embankment Two Thousand Dollars and No Cents ✓	LS	1	$2,000.00 ✓	$2,000.00
17	P-156	Erosion and Pollution Control Five Thousand Dollars and No Cents ✓	LS	1	$5,000.00 ✓	$5,000.00
18	P-211	Lime Rock Base Course (Variable Depth) Seven ~~No~~ Dollars and No Cents ✓	SY	26,400	7.00 ✓	184,800.00

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
19	P-401	Bituminous Surface Course (Superpave™) Ninety Four Dollars and No Cents	TON	4,430	$94.00	$416,420.00
20	P-605	Joint Sealing Filler Two Dollars and Fifty Cents	LF	13,400	$2.50	$33,500.00
21	T-904	Sodding, Bahia Argentina Two Dollars and No Cents	SY	1,100	$2.00	$2,200.00
22	SP-8	Hazardous Material Disposal Five Thousand Dollars and No Cents	AL	1	$5,000.00	$5,000.00

For all work required to perform Additive Alternate No. 1 in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Additive Alternate No. 1 amount of:

TOTAL ADDITIVE ALTERNATE NO. 1 AMOUNT(in words): Seven hundred + Eighteen thousand two hundred + ninety dollars + no cents.

718,290.00
(amount in numbers)

Note: Total Additive Alternate No. 1 amount shall equal the total amount for Bid Item No. 12 through 22.

Additive Alternate No. 2 - Runway 18-36 Shoulder Rehabilitation

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
23	M-101	Mobilization & Maintenance of Traffic Eight thousand ~~No~~ Dollars and No Cents	LS	1	8,000.00	8,000.00
24	P-120-2	Pavement Removal - Complete Asphalt Removal (Approx. 1 1/4" Depth) One Dollar and No Cents	SY	26,600	$1.00	$26,600.00
25	P-152	Excavation and Embankment eight thousand ~~No~~ Dollars and No Cents	LS	1	8,000.00	8,000.00
26	P-211	Lime Rock Base Course (Variable Depth) five ~~Six~~ Dollars and No Cents	LS	26,600	5.00 ~~$6.00~~	133,000.00 ~~$159,600.00~~
27	P-401	Bituminous Surface Course (Superpave™) Ninety Dollars and No Cents	TON	2,800	$90.00	$252,000.00
28	T-904	Sodding, Bahia Argentina Two Dollars and No Cents	SY	35,500	$2.00	$71,000.00

For all work required to perform Additive Alternate No. 2 in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Additive Alternate No. 2 amount of:

TOTAL ADDITIVE ALTERNATE NO. 2 AMOUNT(in words): Four hundred ninety eight thousand six hundred dollars & no cents

498,600.00
(amount in numbers)

Note: Total Additive Alternate No. 2 amount shall equal the total amount for Bid Item No. 23 through 28.

Additive Alternate No. 3 - Runway 18-36 Edge Lighting Rehabilitation

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
29	M-101	Mobilization and Maintenance of Traffic Forty Five Thousand Dollars and No Cents	LS	1	$45,000.00	$45,000.00
30	L-104-1	Temporary Power & Temporary Airfield Lighting / Signage / Navigational Facilities Three Thousand Dollars and No Cents	LS	1	$3,000.00	$3,000.00
31	L-105-1	Electrical Demolition Eighteen Thousand Dollars and No Cents	LS	1	$18,000.00	$18,000.00
32	L-108-1	1/C L-824-Type C Unshielded #8 AWG 5 KV Stranded Copper Cable, Installed in Duct or Conduit One Dollar and No Cents	LF	25,000	$1.00	$25,000.00
33	L-108-2	1/C #2 AWG Solid Copper Counterpoise Wire, Installed Over Duct or Conduit Two Dollars and Sixty Cents	LF	16,000	$2.60	$41,600.00
34	L-108-3	.75" Diameter by 10.0" Long Copper Clad Steel Sectional Ground Rod Forty Five Dollars and No Cents	EA	240	$45.00	$10,800.00

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
35	L-110-1	1 Way 2" Schedule 40 PVC Concrete Encased Duct Eight Dollars and No Cents	LF	12,000	$8.00	$96,000.00
36	L-110-2	1 Way 2" Schedule 40 PVC Direct Buried Duct Three Dollars and No Cents	LF	800	$3.00	$2,400.00
37	L-110-3	2 Way 2" Schedule 40 PVC ~~Concrete Encased~~ Direct Buried Duct Nine Dollars and No Cents	LF	1,925	$9.00	$17,325.00
38	L-110-4	1 Way 4" PVC Split Duct Concrete Encased One Hundred Dollars and No Cents	LF	100	$100.00	$10,000.00
39	L-125-1	L-852D Runway Edge Light – Clear/Yellow (A) One Thousand Seven Hundred Dollars and No Cents	EA	1	$1,700.00	$1,700.00
40	L-125-2	L-852D Runway Edge Light – Clear/Yellow (C) One Thousand Nine Hundred Dollars and No Cents	EA	2	$1,900.00	$3,800.00
41	L-125-3	~~L-852D Runway Edge Light Red/Green~~ L-850D Runway Threshold Light-Red/Green" One Thousand Four Hundred Dollars and No Cents	EA	8	$1,400.00	$11,200.00
42	L-125-4	L-861 Runway Edge Light – Clear/Clear (A) Seven Hundred Dollars and No Cents	EA	10	$700.00	$7,000.00

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
43	L-125-5	L-861 Runway Edge Light – Clear/Yellow (A) Seven Hundred Fifty Dollars and No Cents	EA	34	$750.00	$25,500.00
44	L-125-6	L-861 Runway Edge Light – Clear/Yellow (C) One Thousand One Hundred Dollars and No Cents	EA	2	$1,100.00	$2,200.00
45	L-125-7	L-861E Runway Threshold Light – Green/Red Six Hundred Fifty Dollars and No Cents	EA	8	$650.00	$5,200.00
46	L-125-8	L867B Base Can Seven Hundred Dollars and No Cents	EA	4	$700.00	$2,800.00
47	L-125-9	L867D Base Can Seven Hundred Fifty Dollars and No Cents	EA	2	$750.00	$1,500.00
48	L-125-10	L867E Base Can Eight Hundred Dollars and No Cents	EA	4	$800.00	$3,200.00
49	L-125-11	Field Lighting Arrestor Assembly Eight Hundred Dollars and No Cents	EA	9	$800.00	$7,200.00
50	T-904	Sodding, Bahia Argentina Two Dollars and No Cents	SY	2,250	$2.00	$4,500.00

For all work required to perform Additive Alternate No. 3 in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any

required permits, taxes, bonds and insurance, the undersigned submits a Total Additive Alternate No. 3 amount of:

TOTAL ADDITIVE ALTERNATE NO. 3 AMOUNT(in words):

Three Hundred Forty Four Thousand Nine Hundred Twenty Five Dollars and No Cents

$344,925.00
(amount in numbers)

Note: Total Additive Alternate No. 3 amount shall equal the total amount for Bid Item No. 29 through 50.

***Additive Alternates No. 2 and 3 shall be awarded together.**

Additive Alternate No. 4 - North Runway 18-36 Edge Pavement Markings

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
51	M-101	Mobilization and Maintenance of Traffic Four Thousand Dollars and No Cents	LS	1	$4,000.00	$4,000.00
52	P-620-2	Airfield Pavement Markings Without Reflective Media, Black No Dollars and Twenty Five Cents	SF	8,250	$0.25	$2,062.50
53	P-620-3	Airfield Pavement Markings With Reflective Media, White No Dollars and Fifty Cents	SF	31,100	$0.50	$15,550.00

For all work required to perform Additive Alternate No. 4 in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Additive Alternate No. 4 Amount of:

TOTAL ADDITIVE ALTERNATE NO. 4 AMOUNT(in words):

Twenty One Thousand Six Hundred Twelve Dollars and Fifty Cents

$21,612.50
(amount in numbers)

Note: Total Additive Alternate No. 4 amount shall equal the total amount for Bid Items No. 51 through 53.

Additive Alternate No. 5 - South Runway 18-36 Pavement Markings

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
54	M-101	Mobilization and Maintenance of Traffic Four Thousand Dollars and No Cents	LS	1	$4,000.00	$4,000.00
55	P-620-1	Airfield Pavement Markings With Reflective Media, Yellow No Dollars and Fifty Cents	SF	160	$0.50	$80.00
5	P-620-2	Airfield Pavement Markings Without Reflective Media, Black No Dollars and Twenty Five Cents	SF	8,300	$0.25	$2,075.00
57	P-620-3	Airfield Pavement Markings With Reflective Media, White No Dollars and Fifty Cents	SF	31,200	$0.50	$15,600.00

For all work required to perform Additive Alternate No. 5 in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Additive Alternate No. 5 amount of:

TOTAL ADDITIVE ALTERNATE NO. 5 AMOUNT(in words):

Twenty One Thousand Seven Hundred Fifty Five Dollars and No Cents

$21,755.00
(amount in numbers)

Total Additive Alternate No. 5 amount shall equal the total amount for Bid Item No. 54 through 57.

BID SUMMARY (amount in numbers)

(A) TOTAL BASE BID: $ 798,220.00

(B) ADDITIVE ALTERNATE NO. 1: $ 718,990.00

(C) ADDITIVE ALTERNATE NO. 2: $ 498,600.00

(D) ADDITIVE ALTERNATE NO. 3: $ 344,925.00

(E) ADDITIVE ALTERNATE NO. 4: $ 21,612.50

(F) ADDITIVE ALTERNATE NO. 5: $ 21,755.00

(G) TOTAL BID AMOUNT*: $ 2,403,402.50

** The Total Bid Amount (G) shall equal the sum of (A) through (F). The Basis of Award shall be based on the lowest total of either the Base Bid or combinations of the total of the Base Bid and any Additive Alternates, as finally determined by the owner and the funding agencies based on the availability of funding*

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

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

Dated and signed at Live Oak, Florida, this 1st day of August, 2011.

Music Construction, Inc.
Name of Bidder

Dennis Music
Authorized Signature

President
Title

12285 235th Road
Mailing Address

Live Oak, Florida 32060
City, State, Zip

59-3417360
(Federal ID No. or SS No.)

PAGE REPLACED PER ADDENDUM NO. 1 (1)

BID AFFIDAVIT

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

STATE OF Florida

COUNTY OF Suwannee

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

Dennis Music
[signature]

President

[date]

STATE OF Florida COUNTY OF Suwannee

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

[name of individual signing] Dennis Music

who, after first being sworn by me, affixed his/her signature in the space provided above on this 1st day of August, 20 11.

Subscribed and sworn to before me this 1st day of August, 20 11.

My Commission Expires:

CATHERINE REDDING
Commission # EE 054058
Expires February 7, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

Catherine Redding
Notary Public

Catherine Redding

BID SCHEDULE - UNIT PRICES

(This is a Unit Price Contract)

BIDDER:_____ **DATE:**_____

AIRPORT NAME: Perry Foley Airport
PROJECT DESCRIPTION: Runway 18-36 Rehabilitation

BID SCHEDULE

Base Bid – North Runway 18-36 Pavement Rehabilitation

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
1	M-101	Mobilization & Maintenance of Traffic _____ dollars and _____ cents	LS	1	$70,000.00	$70,000.00
2	P-120-1	Pavement Removal – Complete Asphalt Removal (Approx. 2" Depth) _____ dollars and _____ cents	SY	26,300	$1.00	$26,300.00
3	P-120-2	Pavement Removal – Complete Asphalt Removal (Approx. 1 ¼ " Depth) _____ dollars and _____ cents	SY	6,100	$1.00	$6,100.00
4	P-152	Excavation and Embankment _____ dollars and _____ cents	LS	1	$2,500.00	$2,500.00
5	P-156	Erosion and Pollution Control _____ dollars and _____ cents	LS	1	$5,000.00	$5,000.00

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
6	P-211	Lime Rock Base Course (Variable Depth) _____ dollars and _____ cents	SY	32,400	$7.00	$226,800.00
7	P-401	Bituminous Surface Course (Superpave ™) _____ dollars and _____ cents	TON	4,430	$94.00	$416,420.00
8	P-605	Joint Sealing Filler _____ dollars and _____ cents	LF	10,800	NIC	NIC
9	T-904	Sodding, Bahia Argentina _____ dollars and _____ cents	SY	2,800	$2.00	$5,600.00
10	SP-8	Hazardous Material Disposal five thousand dollars and zero cents	AL	1	NIC	NIC
11	SP-9	Quartz Runway Edge Light Replacement _____ dollars and _____ cents	EA	3	$2,500.00	$7,500.00

For all work required to perform the Base Bid in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Base Bid amount of:

TOTAL BASE BID AMOUNT(in words): Seven Hundred Sixty-Six Thousand Two-Hundred Twenty Dollars and Zero cents

($ 766,220.00)
(amount in numbers)

Note: Total Base Bid amount shall equal the sum of the totals for Bid Items No. 1 through 11

Additive Alternate No. 4 – North Runway 18-36 Pavement Markings

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
54	M-101	Mobilization and Maintenance of Traffic _____ dollars and _____ cents	LS	1	$4,000.00	$4,000.00
55	P-620-2	Airfield Pavement Markings Without Reflective Media, Black _____ dollars and _____ cents	SF	8,250	$0.25	$2,062.50
56	P-620-3	Airfield Pavement Markings With Reflective Media, White _____ dollars and _____ cents	SF	31,100	$15,550.00	$15,550.00

For all work required to perform Additive Alternate No. 4 in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Additive Alternate No. 4 Amount of:

TOTAL ADDITIVE ALTERNATE NO. 4 AMOUNT (in words): Twenty-One Thousand Six-Hundred Twelve Dollars and Fifty cents

($ 21,612.50)
(amount in numbers)

Note: Total Additive Alternate No. 4 amount shall equal the total amount for Bid Item No. 54 through 56.

BID SUMMARY (amount in numbers)

(A) TOTAL BASE BID:	$ $766,220.00
(B) ADDITIVE ALTERNATE NO. 1:	$ NIC
(C) ADDITIVE ALTERNATE NO. 2:	$ NIC
(D) ADDITIVE ALTERNATE NO. 3:	$ NIC
(E) ADDITIVE ALTERNATE NO. 4:	$ $21,612.50
(F) ADDITIVE ALTERNATE NO. 5:	$ NIC
(G) TOTAL BID AMOUNT*:	$ $787,832.50

** The Total Bid Amount (G) shall equal the sum of (A) through (F). The Basis of Award shall be based on the lowest total of either the Base Bid or combinations of the total of the Base Bid and any Additive Alternates, as finally determined by the owner and the funding agencies based on the availability of funding*

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

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

Dated and signed at _____, _____, this _____ day of _____, 20___.

_____
Name of Bidder

_____
Authorized Signature

_____
Title

_____
Mailing Address

_____
City, State, Zip

_____
(Federal ID No. or SS No.)

BIDDER'S QUALIFICATION QUESTIONNAIRE

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

1. How many years has your firm been in business as a Contractor? 40

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

   See Attachment

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

Water Treatment Plant # 2 Expansion City of Newberry, Florida	$583,258	43% Complete
94th Street Construction Live Oak, Florida	$108,704	0% Complete
Live Oak Water System Phase II Live Oak, Florida	$441,175	0% Complete

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

   No

Attachment: Item 2

3 Projects completed last 3 years

Name of Project	Reference	Completion Date	Original Contract Amount	Completed Contract Amount
North T-Hanger Development Phase I Perry Foley Airport Perry, Florida	AVCON, Inc. 320 Bayshore Drive Niceville, Fl. 32578 John Collins 850-678-0050	10/8/2009	796,581	801,184
SR-6/I-75 Water System Hamilton County, Florida	North Florida Professional Services 484 S.W. Commerce Drive Lake City, Fl. 32025 Greg Bailey 386-965-8650	7/10/2010	1,686,400	1,774,652
Branford Asphalt Path Suwannee County, Florida	Fl. Dept. Transportation 710 Lake Jeffery Road MS 2102 Lake City, Fl. 32055 Douglas Moseley 386-961-7032	3/4/2011	648,374	653,687

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

Asphalt
Striping
Grassing
Electrical

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

See Attached List

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

None

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

AVCON, Inc., 320 Bayshore Dr., Niceville,Fl.32578 John Collins 850-678-0050
North Fl. Professional Services, 484 SW Commerce Dr.,Lake City,Fl.32025
Greg Bailey 386-965-8650
Eutaw Utilities, 415 St. Francis St., Tallahassee,Fl.32301
Lane Lucas 850-383-0400

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

Surety-Western Surety Company, Brown & Brown of Fl.,Inc., P.O.Box 15519
Tampa,Fl.33684 - Joseph W. LoPresti 813-226-1322
Bank-First Federal Bank of Florida, 804 S. Ohio Ave., Live Oak, Fl. 32064
Carey Lee 386-362-3433
Supplier: H. D. Supply Waterworks, 548 S. Appleyard Dr., Tallahassee, Fl. 32304
Bart Bryant 850-576-3617

Book Asset Detail 1/01/10 - 12/31/10

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: BUILDINGS													
5		JOB SITE OFFICE TRAILER	11/20/87	5,765	0		1,765	5,669	0	5,669	96	S/L	10.0
39		Equipment Barn (at Dennis' house)	4/01/10	27,343	0	c	2,743	0	1,845	1,845	25,498	S/L	10.0
		BUILDINGS		33,108	0	c	4,508	5,669	1,845	7,514	25,594		
Group: EDP EQUIPMENT													
23		Fax Machine	8/31/01	137	0		14	124	0	124	13	S/L	5.0
26		Dim. 2350 Series, Intel Pentium 4 P	3/13/03	759	0		76	467	68	535	224	S/L	10.0
27		Dim. 2350 Series, Intel Pentium 4 P	3/13/03	759	0		76	467	68	535	224	S/L	10.0
28		Dell Sky Dive Mini Tower	3/27/03	700	0		70	425	63	488	212	S/L	10.0
29		H P Laser Jet 1300 Printer	8/13/03	535	0		54	309	48	357	178	S/L	10.0
34		New Dell computer	11/12/08	640	0		64	67	58	125	515	S/L	10.0
35		New Dell computer (2009 Allen)	11/12/09	800	0		80	12	72	84	716	S/L	10.0
36		Cathy's Typewriter	3/08/10	410	0	c	41	0	31	31	379	S/L	10.0
38		Brother EM - 530 Typewriter	5/10/10	488	49	c	0	0	78	78	410	S/L	10.0
		EDP EQUIPMENT		5,228	49	c	475	1,871	486	2,357	2,871		
Group: MACHINERY & EQUIPMENT													
1		JD 310 A BACKHOE	6/13/79	24,864	0		2,500	22,364	0	22,364	2,500	S/L	7.0
2		79 JD 570 A GRADER	2/18/81	49,920	0		10,484	39,436	0	39,436	10,484	PRE	5.0
3		84 JD 644C LOADER	10/01/84	91,726	0		20,000	76,198	0	76,198	15,528	S/L	10.0000
4		KOEHRING SKYTRAK	12/05/85	57,750	0		10,000	47,750	0	47,750	10,000	S/L	7.0
5	d	JD DOZER 450E	3/07/88	23,115	0		20,000	9,719	0	9,719	13,396	S/L	7.0
9		JD 2555 TRACTOR	9/11/91	20,550	0		5,000	20,550	0	20,550	0	S/L	7.0
11		FORD DIESEL TRACTOR 3930	9/03/92	10,305	0		2,305	10,305	0	10,305	0	S/L	7.0
13		SKYTRAK 6036B TRAK IN	12/22/93	56,809	0		5,464	56,809	0	56,809	0	S/L	7.0
15		SKYTRAC FORKLIFT MODEL 8(	12/22/95	83,790	0		6,000	77,790	0	77,790	6,000	S/L	7.0
37		John Deere 624H Open Wheel Load	3/31/01	147,167	0		35,000	147,167	0	147,167	0	S/L	7.0
41		Forks for Loaders (United Rentals)	9/15/04	2,659	0		266	1,276	240	1,516	1,143	S/L	10.0
42		Cut-out saw (John's Lawn Equipmer	7/31/04	963	0		96	867	0	867	96	S/L	5.0
43		Bomag 12 Ton Roller	8/23/05	73,508	0		7,351	40,954	9,451	50,405	23,103	S/L	7.0
44	d	Ditch tamp compactor	1/28/05	10,500	0		1,050	6,638	450	7,088	3,412	S/L	7.0
48		750 Dozer (from D&D)	1/31/06	31,707	0		3,171	15,967	4,076	20,043	11,664	S/L	7.0
49		John Deere 670B Grader (Sidney Pl	3/13/06	60,000	0		6,000	29,571	7,715	37,286	22,714	S/L	7.0
50		Kobalt Air Compressor	12/29/06	458	0		46	291	48	339	119	200DB	7.0
54		Generator (WB Howlands)	9/10/08	749	0		75	90	67	157	592	S/L	10.0
57		Hilti Hammer Drill and Tool Kit	5/27/09	1,489	0		149	112	191	303	1,186	S/L	7.0
58		Roller (United Rentals)	7/10/09	5,890	0		589	379	757	1,136	4,754	S/L	7.0
60		Hydrostatic Test Pump	11/08/10	4,495	0	c	450	0	96	96	4,399	S/L	7.0
61		450J Dozer (United Rentals exchang	11/30/10	42,625	0	c	4,263	0	457	457	42,168	S/L	7.0
		MACHINERY & EQUIPMENT		801,039	0	c	140,259	604,233	23,548	627,781	173,258		
		***Less: Dispositions and Transfers**		33,615	0		21,050	16,357	0	16,807	16,808		
		Net MACHINERY & EQUIPMENT		767,424	0	c	119,209	587,876	23,548	610,974	156,450		

Book Asset Detail 1/01/10 - 12/31/10

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: OFFICE FURN/FIXT													
25		Office air conditioner	9/06/02	1,100	0		110	990	0	990	110	S/L	7.0
30		Lawn Mower	7/30/05	7,682	0		768	3,030	691	3,721	3,961	S/L	10.0
31		Husquvarna Weedeater	8/12/05	224	0		22	89	20	109	115	S/L	10.0
32		Blower	8/12/05	112	0		11	44	10	54	58	S/L	10.0
33		Ice machine	11/17/05	2,138	0		214	786	192	978	1,160	S/L	10.0
37		Ice Machine (Longs)	10/13/10	2,988	0	c	299	0	67	67	2,921	S/L	10.0
		OFFICE FURN/FIXT		14,244	0	c	1,424	4,939	980	5,919	8,325		
Group: TRANSPORTATION EQUIPMENT													
22		LOWBOY TRAILER	1/03/81	15,080	0		3,166	11,914	0	11,914	3,166	PRE	5.0
23		35' STORAGE VAN	8/26/81	1,560	0		655	905	0	905	655	PRE	5.0
24		40' STORAGE VAN	8/26/81	1,924	0		808	1,116	0	1,116	808	PRE	5.0
25	d	79 FORD 2 1/2T "Junked"	10/06/79	6,114	0		0	6,114	0	6,114	0	S/L	3.0
26		79 HARDEE DUMP TRAILER	2/17/82	6,000	0		2,520	3,480	0	3,480	2,520	PRE	5.0
29	d	1994 GMC C1500 WHITE	7/18/94	22,481	0		1,853	17,969	0	17,969	4,512	S/L	5.0
32		WSTAR DUMP TRUCK	12/30/91	10,000	0		8,500	7,500	0	7,500	2,500	S/L	5.0
46		2005 new GMC K-1500	4/16/05	30,143	0		3,014	25,320	1,809	27,129	3,014	S/L	5.0
51		2007 GMC Truck	3/23/07	38,655	0		3,866	16,815	6,958	23,773	14,882	S/L	5.0
53		New trailer (John's Lawn Equip't)	5/07/08	1,605	0		161	482	288	770	835	S/L	5.0
56		1993 Freightliner	9/09/09	6,000	0		0	400	1,200	1,600	4,400	S/L	5.0
59		2009 Dodge Ram 1500 4x4	8/27/09	39,167	0		0	2,611	7,833	10,444	28,723	S/L	5.0
62		1986 International	12/20/10	4,500	0	c	450	0	0	0	4,500	S/L	5.0
		TRANSPORTATION EQUIPMENT		183,229	0	c	24,993	94,626	18,088	112,714	70,515		
		***Less: Dispositions and Transfers**		28,595	0		1,853	24,083	0	24,083	4,512		
		Net TRANSPORTATION EQUIPMENT		154,634	0	c	23,140	70,543	18,088	88,631	66,003		
		Grand Total		1,036,848	49	c	171,659	711,338	44,947	756,285	280,563		
		Less: Dispositions and Transfers		62,210	0		22,903	40,440	0	40,890	21,320		
		Net Grand Total		974,638	49	c	148,756	670,898	44,947	715,395	259,243		

10. Provide a financial statement for your company. This should include a balance and income statement for your most recent fiscal year. A certified audit is preferred but not required. Use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information (if requested by Owner) to the Owner within twenty-four (24) hours of the opening of the Bids.

Attached

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

Correct Name of Bidder Music Construction, Inc.

(a) The business is a Corporation

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

12285 235th Road

Live Oak, Florida 32060

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

Dennis Music, President

Mary C. Redding, Secretary/Treasurer

Trudy L. Music, Assistant Secretary

FORM OF NONCOLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF Florida

COUNTY OF Suwannee

Dennis Music being first duly sworn,

deposes and says that he/~~she~~ is President

(sole owner, a partner, president, secretary, etc.) of Music Construction, Inc.

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

Dennis C Music (Bidder)
Dennis Music, President
Sworn to an subscribed before me this 1st day of

August, 20 11.

Notary Public in and for

Suwannee County,

Catherine Redding

My Commission Expires:

CATHERINE REDDING
Commission # EE 054058
Expires February 7, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

, 20___.

CERTIFICATION OF NON-SEGREGATED FACILITIES

(Must be completed and submitted with the Bid)

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

Music Construction, Inc.
(Name of Bidder)

By: Dennis Music
Dennis Music

Title: President

Dated: 8/1/11

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE: August 1, 2011

COMPANY: Music Construction, Inc.

ADDRESS: 12285 235th Road
Live Oak, Florida 32060

SIGNATURE: Dennis Music

NAME: dennis Music
(Typed or Printed)

TITLE: President

PHONE #: 386-658-1598

IDEMNIFICATION AND HOLD HARMLESS

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

Music Construction, Inc. Bidder's Company Name	Dennis Music Authorized Signature - Manual
12285 235th Road Physical Address	Dennis Music Authorized Name - Typed
Live Oak, Florida 32060 Mailing Address	President Title
386-658-1598 Phone Number	386-658-2481 FAX Number
386-590-0047 Cellular Number	386-590-0047 After-Hours Number(s)
August 1, 2011 Date	

WORKER'S COMPENSATION AFFIDAVIT

State of Florida

County of Suwannee

SS: 261-35-4772

of Dennis Music

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

Signed Dennis Music

Subscribed and sworn to before me this 1st day of August, 20 11

Notary Public

Catherine Redding

Catherine Redding

CATHERINE REDDING
Commission # EE 054058
Expires February 7, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

BUY AMERICAN CERTIFICATE

Except for those items listed by the Bidder below or on a separate and clearly identified attachment to this Bid, the Bidder hereby certifies that steel and each manufactured product, is produced in the United States (as defined in Special Provision No. 7, Section 10 Buy American-Steel and Manufactured Products) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

PRODUCT	COUNTRY OF ORIGIN
None	

Music Construction, Inc.
(Name of Bidder)

By: Dennis Music
Dennis Music

Title: President

Dated: August 1, 2011

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

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

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

by Dennis Music, President
[print individuals name and title]

for Music Construction, Inc.
[print name of entity submitting sworn statement]

whose business is 12285 235th Road, Live Oak, Florida 32060 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3417360 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.)

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

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

4. I understand that an "affiliate" as defined in 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 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 provision of

goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, and employees, members, and agents who are active in management of an entity.

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

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

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

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

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

Dennis Music [signature] President

August 1, 2011
[date]

STATE OF Florida COUNTY OF Suwannee

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

[name of individual signing] Dennis Music

who, after first being sworn by me, affixed his/her signature in the space provided above on this 1st day of August, 20 11.

Subscribed and sworn to before me this 1st day of August, 20 11

My Commission Expires:

CATHERINE REDDING
Commission # EE 054058
Expires February 7, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public

Catherine Redding

Davis-Bacon Certification

This is to certify that I have reviewed the minimum rate wages contained in Special Provision No. 5, which were predetermined for this project by the Secretary of Labor, and I have used these rates in the preparation of this proposal. Furthermore, I agree to abide by these wages and all others provisions of the Davis-Bacon Act as it associates to this project.

Dennis Music

Bidder's Signature

Dennis Music

August 1, 2011

Date

President

Title

Catherine Redding

Notary Public

Catherine Redding



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

1. **DEFINITION** - Disadvantaged Business Enterprise (DBE) as used in this contract shall have the same meaning as defined in 49 CFR Part 26.

2. **POLICY** - It is the policy of DOT that DBE's as: defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.

3. **OBLIGATION** - The contractor agrees to ensure that DBE's as defined In 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

4. **COMPLIANCE** - All bidders, potential contractors, or subcontractors for this DOT assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.

5. **CONTRACT CLAUSE** - Al bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts, which offer further subcontracting opportunities.

6. **CONTRACT AWARD** - Bidders are hereby advised that meeting the DBE subcontract goal or making an acceptable good faith effort to meet said goal are conditions of being awarded this DOT assigned contract.

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

7. **DBE PARTICIPATION GOAL** - The attainment of the goal established for this contract is to be measured as a percentage of the total dollar value of the contract. The DBE goal established for this contract is **10.97 %.**

8. **AVAILABLE DBE'S** - The owner has on file a DBE program pending approved by the Federal Aviation Administration. This program contains a listing of DBE's (certified and uncertified). Bidders are encouraged to inspect this list to assist in locating DBE's for the work. Other DBE's may be added to the list in accordance with the owner's approved DBE program. Credit toward the DBE goal will not be counted unless the DBE to be used can be certified by the owner.

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

"BASE BID"

MBE's

MBE Subcontractors Names/Addresses/ Identity	Subcontract Work Item	Dollar Value of Subcontract Work
Blue Rok, Incorporated 4010 Olan Davis Road Perry, Flordia 32347	Limerock Base Supplier	53,360.00

WBE's

Women Subcontractors Names/Addresses/ Identity	Subcontract Work Item	Dollar Value of Subcontract Work
Smith & Son's Sod Co., Inc. 4661 West SR 238 Lake Butler, Florida 32054	Grassing	9,753.00

OSE's

Other Socially and Economically Disadvantaged Subcontractors within the DBE Group Names/Addresses/ Identity	Subcontract Work Item	Dollar Value of Subcontract Work

Total Dollar Value of Subcontract Work	63,113.00
Total Dollar Value of Basic Bid	
Total DBE Percent	7.9 %

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

819,832.50
7.7% BO
AH.4

10.85%

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

"ALTERNATE # 1"

MBE's

MBE Subcontractors Names/Addresses/ Identity	Subcontract Work Item	Dollar Value of Subcontract Work
Blue Rok, Incorporated 4010 Olan Davis Road Perry, Florida 32347	Limerock Base Supplier	48,760.00

WBE's

Women Subcontractors Names/Addresses/ Identity	Subcontract Work Item	Dollar Value of Subcontract Work
Smith & Son's Sod Co., Inc. 4661 West SR 238 Lake Butler, Florida 32054	Grassing	6,758.00

OSE's

Other Socially and Economically Disadvantaged Subcontractors within the DBE Group Names/Addresses/ Identity	Subcontract Work Item	Dollar Value of Subcontract Work

Total Dollar Value of Subcontract Work	55,518.00
Total Dollar Value of ~~Basic Bid~~ Alt. # 1	
Total DBE Percent	%

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

"ALTERNATE # 2"

MBE's

MBE Subcontractors Names/Addresses/ Identity	Subcontract Work Item	Dollar Value of Subcontract Work
Blue Rok, Incorporated 4010 Olan Davis Road Perry, Florida 32347	Limerock Base Supplier	38,640.00

WBE's

Women Subcontractors Names/Addresses/ Identity	Subcontract Work Item	Dollar Value of Subcontract Work
Smith & Son's Sod Co., Inc. 4661 West SR 238 Lake Butler, Florida 32054	Grassing	63,900.00

OSE's

Other Socially and Economically Disadvantaged Subcontractors within the DBE Group Names/Addresses/ Identity	Subcontract Work Item	Dollar Value of Subcontract Work

Total Dollar Value of Subcontract Work	102,540.00
Total Dollar Value of ~~Basic Bid~~ Alt. # 2	
Total DBE Percent	%

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

"ALTERNATE # 3"

MBE's

MBE Subcontractors Names/Addresses/ Identity	Subcontract Work Item	Dollar Value of Subcontract Work
G.C. Electrical Solutions,LLC P.O. Box 741287 Riverdale, GA. 30274	Electrical Material Supplier	35,600.00

WBE's

Women Subcontractors Names/Addresses/ Identity	Subcontract Work Item	Dollar Value of Subcontract Work
Smith & Son's Sod Co.,Inc. 4661 West SR 238 Lake Butler, Florida 32054	Grassing	4,230.00

OSE's

Other Socially and Economically Disadvantaged Subcontractors within the DBE Group Names/Addresses/ Identity	Subcontract Work Item	Dollar Value of Subcontract Work

Total Dollar Value of Subcontract Work	39,830.00
Total Dollar Value of ~~Basic Bid~~ Alt. #.3	344,925.00
Total DBE Percent	11.55 %

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

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

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

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

a. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBE's of contracting and subcontracting opportunities;

b. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;

c. Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;

d. Whether the contractor followed up initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested;

e. Whether the contractor selected portions of work to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

f. Whether the contractor provided interested DBE's with adequate information about the plans, specifications, and requirements of the contract;

g. Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities.

h. Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient or contractor;

and

i. Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

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

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

    a. The DBE participation goal as established in the General Conditions.

    b. The DBE participation percentage as shown in Section 9, which was submitted as a condition of contract award.

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

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

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

DBE CERTIFICATE OF COMPLIANCE FORM

Taylor County has on file a Disadvantaged Business Enterprise Program which may be reviewed and inspected at the following location:

Administrative Offices
Taylor County
201 East Green Street
Perry, FL 32347

Taylor County intends to utilize and implement this program in the awarding of this contract. Disadvantaged Business Enterprises listed by the State of Florida Department of Transportation may be viewed at:

http://www.dot.state.fl.us/equalopportunityoffice/dbeprogram.htm

This is to certify that I have reviewed the plan, bid evaluation procedure, and DBE directory and will make all reasonable efforts to include DBE Contractors as outlined in pages DBEP 1 through DBEP 4 and in Special Provision No. 6.

Dennis Music
Bidder's Signature
Dennis Music

President
Title

8/1/11
Date

Catherine Redding
Notary Public

CATHERINE REDDING
Commission # EE 054058
Expires February 7, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

INSURANCE COMPLIANCE

This form is to be completed and signed by the Contractor and by your insurance agent/carrier certifying that your policy ~~either~~ meets the insurance requirements ~~as specified for this project or that the insurance company has reviewed the bid requirements and certifies that you were quoted any price increase due to required coverage.~~ of INS pages 1, 2 and 3 attached hereto, except as noted therein.

CONTRACTOR

I certify that the insurance requirements have been reviewed.

Company Name: Music Construction, Inc.

Address: 12285 235th Road

Live Oak, Florida 32060

Representative

Name: Dennis Music

Title: President

Phone Number: 386-658-1598

INSURANCE COMPANY

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

Company Name: Amerisure Insurance Company & Amerisure Mutual Insurance Company

Address: PO Box 10792

St. Petersburg, FL 33733-0970

Representative

Name: Mia Bush, Brown & Brown of Florida, Inc.

Title: Account Manager

Phone Number: (813) 226-1337

All requested coverages herein are subject to all terms, exclusions and conditions of such policies.

INSURANCE REQUIREMENTS

1. The contractor will secure and maintain in a company or companies licensed to do business in the State of Florida the following minimum item of Insurance. The company or companies will have a "Best" rating of at least:

(a) A/Class I for contracts $250,000 or less
(b) A/Class II for contracts to $250,000 to $500,000
(c) A/Class III for contracts to $500,000 to$750,000
(d) A/Class IV for contracts to $750,000 to $1,000,000
(e) A/Class V for contracts to $1,000,000 to $1,500,000
(f) A/Class VI for contracts to$1,500,000 to $2,500,000
(g) A/Class VII for contracts to $2,500,000 to $3,750,000
(h) A/Class VIII for contracts to $3,750,000 to $5,000,000
(i) A/Class IX for contracts to $5,000,000 to $7,500,000
(j) A/Class X for contracts to $7,500,000 to 12,500,000
(k) A/Class XI for contracts $12,500,000 to $25,000,000

2. Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

(a) Premise-Operation (including X-C/U as applicable). ← GL
(b) Independent Contractor's Protective ← GL
(c) Products and Completed Operations ← GL
(d) Personal injury Liability ← GL
(e) Contractual – Including specified provision for Contractor's obligations in contract if available. ← GL & Auto
(f) Owned, non-owned and hired motor vehicles. ← Auto
(g) Broad form Property Damage including Completed Operations. ← GL
(h) Umbrella Excess Liability if applicable.

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d by the policy,
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3. Required Minimum Coverage and Limits:

(a) Comprehensive or Commercial General Liability (including Premise-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

(1) Bodily Injury and Property Damage Combined Single Limit (CSL) $500,000 each occurrence/$1,000,000 General Aggregate
(2) Products and Completed Operations to be maintained for 3 years after final payment. Owner and Engineer to be included as additional insureds. - $500,000 Aggregate
(3) Property Damage Liability Insurance shall provide X, C and U Coverage
(4) Broad Form Property Damage Coverage shall include Completed Operations

Policy must be renewed annually

(b) Blanket Contractual Liability - Bodily injury and Property Damage Combined Single Limit (CSL) - $1,000,000 Each Occurrence. (part of, not in addition to, policy per occurrence & aggregate limits)

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(c) Personal Injury - $500,000 per person. (policy aggregate limits apply)

(d) Business Auto Liability (including owned, non-owned and hired vehicles):

All requested coverages herein are subject to all terms, exclusions and conditions of such policies.

(1) Bodily Injury and Property Damage Combined Single Limits (CSL) $500,000 Each Occurrence or, Split Limits;

a. Bodily Injury;
$500,000 each person
$500,000 each occurrence

b. Property Damage:
$500,000 each occurrence

(e) Umbrella Excess Liability: Occurrence Form; Coverage provided under umbrella must follow coverage provided in primary. (subject to policy terms)

(f) Workers' Compensation:

i. State: Statutory

ii. Applicable Federal (e.g., Longshoreman's & Jones Act) Statutory (no coverage provided)

iii. Employer's Liability: (Including Maritime if applicable)
$500,000 Per Accident
$500,000 Disease- Each Employee
$500,000 Disease- Policy Limit

4. Other Requirements:

(a) Insurance and Bonds: All insurance and bonds in connection with the work to be performed under the contract shall be countersigned by a licensed agent resident in the State of Florida.

(b) Transmittal of Bond and Proof of Carriage of Insurance: One (1) copy of the Proof of Insurance, as called for above, shall be delivered to the Engineer along with each copy of the Contract Documents and required bonds.

(c) The owner and Engineer shall be named as additional insured in the General Liability Insurance Coverage as provided for in Paragraph 2 above.

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INDEMNIFICATION REQUIRES ATTORNEY REVIEW

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) (2) is caused in whole or part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

All requested coverages herein are subject to all terms, exclusions and conditions of such policies.

2. In any and all claims against the Owner, the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, the indemnification obligation under Paragraph 1. above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

3. The obligations of the contractor under Paragraph 1. above, shall not extend to the liability of the Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees provided such giving or failure to give is the primary cause of injury or damage.

All requested coverages herein are subject to all terms, exclusions and conditions of such policies.

Music Construction, Inc.
12285 235th Road
Live Oak, Florida 32060

Phone: 386-658-1598 • Fax: 386-658-2481
musicconstruction@windstream.net

DBE AFFIRMATIVE ACTION PLAN

POLICY STATEMENT

It is the policy of **MUSIC CONSTRUCTION, INC.** that disadvantaged businesses, as defined by 49 CFR **Part 26, Subpart D** and implemented under Rule Chapter 14-78 F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation.

The requirements of Rule Chapter 14-78 F.A.C., shall apply to all contracts entered into between the Florida Department of Transportation and **MUSIC CONSTRUCTION, INC.** Subcontractors and/or suppliers to **MUSIC CONSTRUCTION, INC.,** will also be bound by the requirements of Rule Chapter 14-78 F.A.C.

MUSIC CONSTRUCTION, INC. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78 F.A.C., to insure that disadvantaged businesses have the **opportunity** to compete and perform work contracted with the Florida Department of Transportation.

MUSIC CONSTRUCTION, INC. and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex or age in the administration of contracts with the Department of Transportation.

MUSIC CONSTRUCTION, INC. has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout **MUSIC CONSTRUCTION INC.** and to disadvantaged controlled businesses. The statement is posted on notice boards of the Company.

LeAnn S. Music

Leann S. Music, EEO Officer

August 1, 2011

Date

Office of Supplier Diversity

Department of Management Services

Directory

NOTE

This page utilizes pop up windows to display linked results. You will need to allow pop ups for this page to render the link correctly.

Back to Search

Certified Vendors for Taylor

Export Option(s):

Search

Company	Contact	Address	City	State	Phone
BLUE ROK, INC.	Marla Blue	4010 OLAN DAVIS ROAD	Perry	FL	850-584-4324
KERRY PUHL LAWNWORKS, INC.	Kiki Puhl	PO BOX 566	Perry	FL	850-584-4084
UNITED SOURCING	Jackie Koeller	1270 SHILOH CEMETERY RD.	Perry	FL	850-223-3092

3 Found

DMS Home | OSD Home | OSD Directory Back to Search

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SERVICES

JM Handyman Home Repairs, LLC Pressure washing, painting, concrete, wood decks, Ceramic tile, laminate wood available, Mobile Home Repairs, RV Leak Repairs. 838-6077 or 584-2270.
JM

A to Z Farm and Lawn Service Land clearing, tree trimming/ removal, dump truck service, harrowing, bush hog mowing, rake work, dirt leveling and complete lawn service. Call 584-6737
tfnaz

J.D.'s Tree Service and Lawn Care. Licensed and insured. Free estimates. We also grind stumps. Call today 838-1280. Firewood for sale.
tfJD(Frl.)

LEGALS

Advertisement for Minority, Woman Owned & Disadvantaged Businesses Music Construction, Inc. 12285 235th Road Live Oak, Fl. 32060. 386-658-1598. Fax 386-658-2481, a Certified Building & Underground Utilities & Excavation Contractor, License #'s CBC060439 & CUC1223805, is soliciting bids from Subcontractors and/or Suppliers for project named: Runway 18-36 Rehabilitation Perry-Foley Airport Perry, Florida. Bid Date: 8/1/11 @ 4:00 PM. Plans & Specs available from: AVCON, Inc. 850-678-0050. Available for view @ Perry Airport. 850-838-3519, Mid-State Bldr's Ex.
866-703-9100, Construction Bulletin 904-388-0336 and our office.
07/29

N THE CIRCUIT COURT OF THE THIRD JUDICIAL CIRCUIT IN AND FOR TAYLOR COUNTY, FLORIDA
BRANCH BANKING AND TRUST COMPANY,

LEGALS

monument on the West right of way line of a 50 foot road as referred to in Official Records Book 258, Pages 342-344; thence N 22°52'25" E along said west right of way line a distance of 336.28 feet to an iron pipe; thence N 46°03'34" E along said west right of way line a distance of 198.28 feet to an iron pipe; thence N 14°48'22" E along said west right of way line a distance of 96.94 feet to an iron pipe; thence N 29°53'32" E along said west right of way line a distance of 307.84 feet to an iron pipe; thence N 18°46'44" E a distance of 203.46 feet to a 4 inch by 4 inch concrete monument; thence S 89°48'12" W a distance of 1579.79 feet to a 4 inch by 4 inch concrete monument on the East right of way line of State Road 51 as per Department of Transportation right of way map Section 38070-2508; thence S 07°55'05" E along said right of way line a distance of 234.30 feet to an iron rod; thence S 13°37'43" E along said right of way line a distance of 100.50 feet to an iron rod; thence S 07°55'05" E along said right of way line a distance of 59.28 feet to a Department of Transportation rod at a Point of Intersection; thence S 07°54'39" E along said right of way line a distance of 615.58 feet to close on the POINT OF BEGINNING.
The above described parcel contains 28.75 acres, more or less
And Also:
For a Point of Reference, commence at a 4 inch by 4 inch concrete monument at the intersection of the North right of way line of River Avenue as shown on the plat of Island Subdivision, Unit 1 Public Records of Taylor County, Florida and the East right of way line of State Road 51 as referred to in Official Records Book 258, Pages 342-344, Taylor County Public Records; thence S 89°48'58" W a distance of 50.27 feet to the Centerline of State Road 51 as per Department of Transportation right of way map Section 38070-2508; thence N 07°54'39" W along said centerline a distance of 777.25 feet; thence N 89°48'58" E a distance of 50.36 feet to a 4 inch by 4 inch concrete monument; thence continue N 89°48'58" E a distance of 10.19 feet to a 4 inch by 4 inch

Auctions

BANKRUPTCY AUCTION- August 2nd-8th, 28 Florida & Georgia Properties! Residential and Commercial lots and structures in Duval, Sumter, Volusia and More! Register Now at www.flemingauction.com

Absolute Auction. 138+/- acre farm, 2652+/- sq ft. home,Covington County,near Andalusia AL & Gantt Lake, offerred in 7 Parcels,combinations. GTAuctions.com, (205)326-0833. Granger, Thagard& Associates, Jack. F Granger, #873

Condos For Sale

WATERFRONT CONDO LIQUIDATION! SW Florida Coast! Brand new, upscale 2 bedroom, 2 bath, 1,675sf condo. Only $179,900! (Similar unit sold for $399,900) Prime downtown location on the water! Call now (877)888-7571, x28

Education

ALLIED HEALTH career Financial Aid if qualified. SCHEV certified. Call (800)481-9409 www.CenturaOnline.com

Financial Services

$$$ ACCESS LAWSUIT CASH NOW!!! $$$ As seen on TV.$$$ Injury Lawsuit Dragging? Need $500-$500,000++within 48/hrs? Low rates APPLY NOW BY PHONE! Call Today! Toll-Free: (800)568-8321 www.lawcapital.com

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Driver- Great Miles! Great Pay! $1000 Sign-on for experienced CO's & $1500 incentives for O/O's. Driver Academy Refresher Course available. recruit@ffex.net. (855)356-7121

Need 13 Good Drivers Top 5% Pay & 401K Great Equipment & Benefits 2 Mos. CDL Class A Driving Exp (877)258-8782 www.meltontruck.com

Frac Sand Haulers with complete bulk pneumatic rigs only Relocate to Texas BONUS!! GREAT HOME TIME!!! Lease purchase available. Experience Req'd. (800)441-4271 x FL-100 HornadyTransportation.com

Land For Sale

NC Mountains. 4.76 wooded acres w/ view & creek. Perfect for log cabin. Only $23,800.00. Owner financing available. Call today (800)699-1289 or www.riverbendlakelure.com.

Miscellaneous

ATTEND COLLEGE ONLINE from Home. *Medical, *Business, *Paralegal, *Accounting, *Criminal Justice. Job placement assistance. Computer available. Financial Aid if qualified. Call (888)203-3179 www.CenturaOnline.com

AIRLINES ARE HIRING - Train for high paying Aviation Maintenance Career. FAA approved program. Financial aid if qualified - Housing

Music Construction, Inc.
12285 235th Road
Live Oak, Florida 32060

Phone: 386-658-1598 • Fax: 386-658-2481
musicconstruction@windstream.net

INVITATION TO BID

July 21, 2011

To: Subcontractors & Suppliers, including all Minority, Woman Owned and other Disadvantaged Businesses

From: Allen Music, Estimator

Re Projects: RUNWAY 18-36 REHABILITATION
PERRY-FOLEY AIRPORT
PERRY, FLORIDA

Bid Date & Time: August 1, 2011 @ 4:00 P. M.

We would appreciate a quote from you for any work you are qualified to submit a bid for on this project.

If you are a Minority, Woman Owned or other Disadvantaged Business, would you please state this in your quote and fax a copy of your state certification with your bid.

Plans and specifications are also available from Engineer, AVCON, Inc. 850-678-0050, Perry Foley Airport 850-838-3519, Construction Bulletin in Jacksonville, 904-388-0336 and Mid State Builders Exchange in Ocala, 352-351-5292, McGraw Hill Dodge Reporting Service.

We have a set here in our office that you can come and use.

Thank you for your quote.

Dennis Music, Owner

7-21-11

Perry-Foley Airport, Bid date: 8-1-11

PAVING:

Anderson Columbia FAX 386-719-4855
Whitehurst FAX 352-528-3857
HIPP FAX 386-462-1851
[illegible] FAX 850-539-6669
Dixie Paving FAX 850-562-9875

CALTECH FAX 386-752-5456

[illegible]
[illegible] FAX 352-493-0683
ROGERS FAX 904-213-1134
Florida Striping FAX 321-723-3534

Graig Harrison 321-508-7142

~~FENCE~~
~~NORTH FL. FENCE FAX 386-754-0180~~
~~USA FENCE FAX 941-753-2109~~

GRASS
Smith & Son's Sod FAX 386-755-9008
SUGRASS FAX 386-752-2057
[illegible] LA Landscape FAX 352-369-4747

STRUCTURES

OLD CASTLE PreCast FAX 904-768-8428
Standard FAX 904-268-4403
Hanson FAX 904-284-9865

ELECTRICAL

Wood's Elect FAX 362-2332
Pro Elect. FAX 352.372-8006
Weston Lines FAX 352-335-3836
Central FL. FAX-352-622-8981
Hancock Elect. FAX 229-559-1129

Surveying

J. Sherman Trier FAX 362-5270
DELTA LAND Surveying FAX 850-584-7609
Robert Folsom FAX 386.794-1506
WALTON F. Poppell FAX 850-973-1281

Rock.

BLUE ROK FAX 850-223-2387
A + Mining Cabbage Grove FAX 850-584-4251
phone 850.584.4131

BROADCAST REPORT

TIME : 07/21/2011 03:05
NAME : MUSIC CONSTRUCTION
FAX : 3855582481
TEL :

PAGE(S) 01

DATE	TIME	FAX NO./NAME	DURATION	PAGE(S)	RESULT	COMMENT
07/21	02:38	13867194855	24	01	OK	ECM
07/21	02:39	13525283857	27	01	OK	
07/21	02:40	13864621851	24	01	OK	ECM
07/21	02:41	18505396669	24	01	OK	ECM
07/21	02:42	18505629875	27	01	OK	
07/21	02:43	13867525456	24	01	OK	ECM
07/21	02:44	13524930683	39	01	OK	
07/21	02:46	19042131134	58	01	OK	
07/21	02:47	13867559008	24	01	OK	ECM
07/21	02:48	13867529557	40	01	OK	ECM
07/21	02:49	13523694747	24	01	OK	ECM
07/21	02:51	13523728006	29	01	OK	ECM
07/21	02:52	3622332	24	01	OK	ECM
07/21	02:53	13523353836	25	01	OK	ECM
07/21	02:54	3625270	01:15	01	OK	ECM
07/21	02:56	18502232387	24	01	OK	ECM
07/21	02:57	18505844251	24	01	OK	ECM
07/21	02:58	19042684403	24	01	OK	ECM
07/21	02:59	19042849865	24	01	OK	ECM
07/21	03:05	13526228931	25	01	OK	ECM

BUSY: BUSY/NO RESPONSE
NG : POOR LINE CONDITION
CV : COVERPAGE

BROADCAST REPORT

TIME : 07/25/2011 04:27
NAME : MUSIC CONSTRUCTION
FAX : 3866582491
TEL :

PAGE(S)	01

DATE	TIME	FAX NO./NAME	DURATION	PAGE(S)	RESULT	COMMENT
07/25	04:25	18505847609	46	01	OK	ECM
07/25	04:26	18509731281	24	01	OK	ECM

BUSY: BUSY/NO RESPONSE
NG : POOR LINE CONDITION
CV : COVERPAGE

BROADCAST REPORT

TIME : 07/26/2011 02:33
NAME : MUSIC CONSTRUCTION
FAX : 3866582481
TEL :

PAGE(S) 01

DATE	TIME	FAX NO./NAME	DURATION	PAGE(S)	RESULT	COMMENT
07/26	02:17	14073313623	25	01	OK	ECM
07/26	02:18	13217233534	24	01	OK	ECM
07/26	02:19	12522363117	24	01	OK	ECM
07/26	02:21	17064857266	28	01	OK	
*****	*****	18506662749	00	00	CANCEL	
07/26	02:23	18505396669	24	01	OK	ECM
07/26	02:23	13156826469	24	01	OK	ECM
07/26	02:24	18663934048	24	01	OK	ECM
07/26	02:25	12293877191	33	01	OK	ECM
07/26	02:26	18773569704	25	01	OK	ECM
07/26	02:27	14078577993	38	01	OK	
*****	*****	13155836111	00	00	CANCEL	

BUSY: BUSY/NO RESPONSE
NG : POOR LINE CONDITION
CV : COVERPAGE

TRANSMISSION VERIFICATION REPORT

TIME : 07/26/2011 02:28
NAME : MUSIC CONSTRUCTION
FAX : 3066582481
TEL :

DATE,TIME	07/26 02:27
FAX NO./NAME	14078577903
DURATION	00:00:38
PAGE(S)	01
RESULT	OK
CHECK READABILITY OF TRANSMITTED PAGE(S)	01
MODE	FINE

PERRY FOLEY AIRPORT BID

8-1-11

E-MAILS

Barnes Powell ELECT. - phil@barnespowell.com
CAPITAL ASPHALT, INC. - Marc@capitalasphalt.net
Hi-Lite MARKINGS INC - dennis@hi-lite.com
Precision Approach, LLC - dyoungblood@planttel.rr.com
Peek Pavement MARKING, LLC - pbradshaw@peeksafety.com
Peavy & Son CONST - georgiapine@bellsouth.net
Airport Lighting Co OF Ala - steve@airportlightingcompany.com
Crouse-Hinds Airport Lighting - jamesholley@cooperindustries.com
TCA ELECT CONT.
H.L. PRUITT Corp. - hlpruitt@yahoo.com
Bid Ocean - bids@ocean.com
ALAN'S EXCAVATION INC - dawardok@aol.com
ALLEN ENTERPRISES, INC. - bob@airportlights.com
COLEMAN CONST. INC. - sdenmark@ccimembers.com
Southern Seal Tech southernsealtech.com

RECEIVED
MAY 12 2011
BY:.....

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

May 9, 2011

MUSIC CONSTRUCTION, INC.
12285 235TH ROAD
LIVE OAK FL 32060

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 6/30/2012. However, the new application is due **4/30/2012**.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established. To access it, please log into the Contractor Prequalification Application System via the following link:
https://www3.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, ROADWAY SIGNING

FDOT APPROVED SPECIALITY CLASSES OF WORK:
UNDERGROUND UTILITIES AND SIDEWALK.

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

Juanita Moore

Juanita Moore, Manager
Contracts Administration Office

JM:cj

BID BOND

BIDDER *(Name and Address)*:

Music Construction, Inc.
12285 235th Road, Live Oak, FL 32060
(386) 658 - 1598

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

Western Surety Company
101 S. Phillips Ave, Sioux Falls, SD 57104
(386) 658 - 1598

OWNER *(Name and Address)*:

Taylor County Board of County Commissioners
201 East Green Street
Perry, Florida 32347

BID:

BID DUE DATE: August 1, 2011
PROJECT *(Brief Description Including Location)*:
Runway 18-36 Rehabilitation; Perry Foley Airport Perry, Florida
Remove existing asphalt pavement, construction of base material and new asphalt pavement, concrete joint rehab, pavement marking, electrical, fence, sod & seed

BOND:

BOND NUMBER: N/A
DATE: *(Not later than Bid Due Date)*: July 21, 2011
PENAL SUM: Five Percent of the Amount Bid (5%)

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

BIDDER	SURETY
Music Construction, Inc. (Seal)	Western Surety Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Dennis Music	By: Joseph W. LoPresti
Signature and Title: Dennis Music, President	Signature and Title (Attach Power of Attorney): Joseph W. LoPresti, Attorney-In-Fact & Florida Resident Agent *
Attest: Mary C. Redding	Attest: Ashley DeCarlucci
Signature and Title: Mary C. Redding, Sec./Treas.	Signature and Title: Ashley DeCarlucci, Bond Department Staff

* Joseph W. LoPresti, Attorney-In-Fact & Florida Resident Agent, Brown & Brown of Florida, Inc. P.O. Box 15519, Tampa, FL 33684 (813) 226 - 1322

MyFlorida.com

Contractor Pre-Qualification (CPQ)



Annual Application

Logout
MUSICCONSTRUCTION@WINDSTREAM.NET

Home Update Work Underway
Help

5/12/2011 1:24:20 PM EST

(Vendor)(Stakeholders)(Affiliates)(Work Classes)(Financial)(Contracts)(Manage)
(Attach Financial Statements)(Additional Documentation)(Submit)(Application Summary)

Vendor Number: F593417360001
Name: MUSIC CONSTRUCTION, INC.
Application Status: APPROVED
Fiscal Year End Date: 12/31/2010
Application Due Date:
4/30/2011

Adjusted Current Ratio:	2		
Ability Score:	76	**Surety Multiplier:**	0
Ability Factor:	4	**Calculated Maximum Bid Capacity:**	$ 8,900,000.00
Adjusted Net Worth:	$ 1,114,401.00		

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

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

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

3.2 All bids are rejected by OWNER, or

3.3 OWNER fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by OWNER and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal deliver, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted form this Bond shall be deemed to be included herein as if set forth at length. If any provision of any Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Joseph W. LoPresti, Steve Ayers, Anna Lee Duncan, Mary Jane Gwyn, Mia Bush, Individually

of Tampa, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 30th day of July, 2008.

WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota
County of Minnehaha } ss

On this 30th day of July, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012

D. KRELL
NOTARY PUBLIC
SOUTH DAKOTA

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21 day of July, 2011.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-09-06

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

ADDENDA

ADDENDUM NO. 1

to the

PROJECT DOCUMENTS AND SPECIFICATIONS

for

RUNWAY 18-36 REHABILITATION

Prepared for:

TAYLOR COUNTY

Prepared By:

320 Bayshore Drive, Suite A
Niceville, Florida 32578-2425

AVCON Project No. 2011.148.01

Addendum Date: July 26, 2011

Note: The bidder shall acknowledge receipt of this addendum on the Bid Form, Page BF-1 in the space provided.

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

7. The following documents are attached to and made a condition of this Bid and shall be completed and submitted as part of a responsive bid proposal. Bid proposals that do not include the following documents may be considered unresponsive:

   (a) This bid form (BF-1 to BF-5) fully completed.

   (b) Bid schedule completed, with bid unit prices indicated numerically and in words (BS-1 to BS-~~14~~ *12*). 1

   (c) Bid Affidavit (BA-1)

   (d) Bid Security as required by the Instructions to Bidders in the form of a certified or bank check made payable to Taylor County or a Bid Bond on form attached (BB-1 to BB-2), issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

   (e) Required Bidder's Qualification Questionnaire with supporting data. (BQQ-1 to BQQ-3)

   (f) Form of Noncollusion Affidavit (NCA-1)

   (g) Certification of Non-Segregated Facilities (NSF-1)

   (h) Drug-Free Workplace Certification (DFWC-1)

   (i) Indemnification and Hold Harmless (IHH-1)

   (j) Worker's Compensation Affidavit (WCA-1)

   (j) Buy American Certificate (BAC-1)

   (k) Sworn Statement under Section 287.133 (3)(a), Florida Statutes, on Public Entity Crimes (SSPEC-1 to SPPEC-3)

   (l) Davis-Bacon Wage Rates Certification (DBC-1)

   (m) Disadvantaged Business Enterprise Program (DBEP-1 to DBEP-4)

   (n) DBE Certificate of Compliance Form (DBECF-1)

   (o) Insurance Compliance (IC-1)

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

_____

_____

_____

PAGE REPLACED PER ADDENDUM NO. 1 1

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
6	P-211	Lime Rock Base Course (Variable Depth) _____ dollars and _____ cents	SY	32,400		
7	P-401	Bituminous Surface Course (Superpave ™) _____ dollars and _____ cents	TON	4,430		
8	P-605	Joint Sealing Filler _____ dollars and _____ cents	LF	10,800		
9	T-904	Sodding, Bahia Argentina _____ dollars and _____ cents	SY	2,800		
10	SP-8	Hazardous Material Disposal five thousand dollars and zero cents	AL	1	$5,000.00	
11	SP-9	Quartz Runway Edge Light Replacement _____ dollars and _____ cents	EA	3		

For all work required to perform the Base Bid in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Base Bid amount of:

TOTAL BASE BID AMOUNT(in words):_____

_____ Dollars and _____ cents

($_____)
(amount in numbers)

Note: Total Base Bid amount shall equal the sum of the totals for Bid Items No. 1 through 11

PAGE REPLACED PER ADDENDUM NO. 1 (1)

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
19	P-401	Bituminous Surface Course (Superpave ™) _____ dollars and _____ cents	TON	4,430		
20	P-605	Joint Sealing Filler _____ dollars and _____ cents	LF	13,400		
21	T-904	Sodding, Bahia Argentina _____ dollars and _____ cents	SY	1,100		
22	SP-8	Hazardous Material Disposal five thousand dollars and zero cents	AL	1	$5,000.00	

For all work required to perform Additive Alternate No. 1 in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Additive Alternate No. 1 amount of:

TOTAL ADDITIVE ALTERNATE NO. 1 AMOUNT (in words):_____

_____ Dollars and _____ cents

($_____)
(amount in numbers)

Note: Total Additive Alternate No. 1 amount shall equal the total amount for Bid Item No. 12 through 22.

PAGE REPLACED PER ADDENDUM NO. 1 1

Note: Total Additive Alternate No. 2 amount shall equal the total amount for Bid Item No. 23 through 28.

Additive Alternate No. 3 – Runway 18-36 Edge Lighting Rehabilitation

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
29	M-101	Mobilization and Maintenance of Traffic _____ dollars and _____ cents	LS	1		
30	L-104-1	Temporary Power & Temporary Airfield Lighting / Signage / Navigational Facilities _____ dollars and _____ cents	LS	1		
31	L-105-1	Electrical Demolition _____ dollars and _____ cents	LS	1		
32	L-108-1	1/C L-824-Type C Unshielded #8 AWG 5 KV Stranded Copper Cable, Installed in Duct or Conduit _____ dollars and _____ cents	LF	25,000		
33	L-108-2	1/C #2 AWG Solid Copper Counterpoise Wire, Installed Over Duct or Conduit _____ dollars and _____ cents	LF	16,000		
34	L-108-3	.75" Diameter by 10.0" Long Copper Clad Steel Sectional Ground Rod _____ dollars and _____ cents	EA	240		

PAGE REPLACED PER ADDENDUM NO. 1 (1)

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
43	L-125-5	L-861 Runway Edge Light – Clear/Yellow (A) _____ dollars and _____ cents	EA	34		
44	L-125-6	L-861 Runway Edge Light – Clear/Yellow (C) _____ dollars and _____ cents	EA	2		
45	L-125-7	L-861E Runway Threshold Light – Green/Red _____ dollars and _____ cents	EA	8		
46	L-125-8	L867B Base Can _____ dollars and _____ cents	EA	4		
47	L-125-9	L867D Base Can _____ dollars and _____ cents	EA	2		
48	L-125-10	L867E Base Can _____ dollars and _____ cents	EA	4		
49	L-125-11	Field Lighting Arrestor Assembly _____ dollars and _____ cents	EA	9		
50	T-904	Sodding, Bahia Argentina _____ dollars and _____ cents	SY	2,250		

For all work required to perform Additive Alternate No. 3 in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any

PAGE REPLACED PER ADDENDUM NO. 1 

($_____)
(amount in numbers)

Note: Total Additive Alternate No. 4 amount shall equal the total amount for Bid Item No. 51 through 53.

Additive Alternate No. 5 – South Runway 18-36 Pavement Markings

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
54	M-101	Mobilization and Maintenance of Traffic _____ dollars and _____ cents	LS	1		
55	P-620-1	Airfield Pavement Markings With Reflective Media, Yellow _____ dollars and _____ cents	SF	160		
56	P-620-2	Airfield Pavement Markings Without Reflective Media, Black _____ dollars and _____ cents	SF	8,300		
57	P-620-3	Airfield Pavement Markings With Reflective Media, White _____ dollars and _____ cents	SF	31,200		

For all work required to perform Additive Alternate No. 5 in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Additive Alternate No. 5 Amount of:

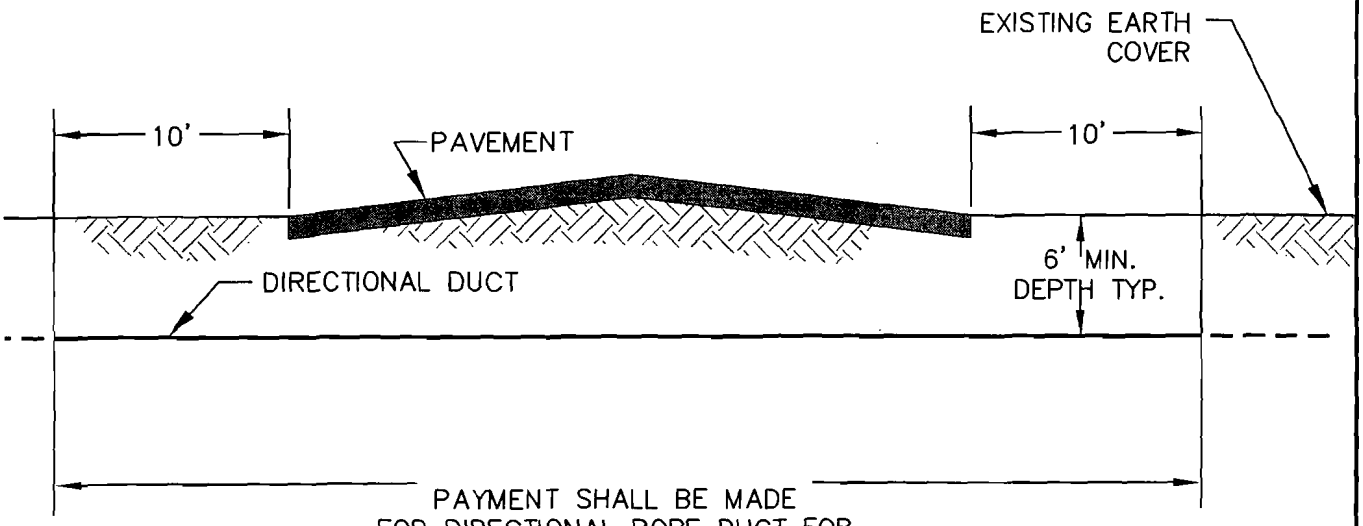
TOTAL ADDITIVE ALTERNATE NO. 5 AMOUNT (in words):_____

_____ Dollars and _____ cents

($_____)
(amount in numbers)

Note: Total Additive Alternate No. 5 amount shall equal the total amount for Bid Item No. 54 through 57.

PAGE REPLACED PER ADDENDUM NO. 1 (1)



PAYMENT SHALL BE MADE
FOR DIRECTIONAL BORE DUCT FOR
THIS LENGTH ONLY– WIDTH OF PAVEMENT PLUS 20'.

NOTE:

DIRECTIONAL BORE DUCT NOT ACHIEVING PROPER MINIMUM DEPTH SHALL NOT BE PAID FOR. DIRECTIONAL BORE DUCT MORE THAN 10' OUTSIDE THE PAVEMENT EDGE AT PROPER DEPTH MAY BE INCORPORATED INTO THE WORK BUT SHALL BE PAID FOR AS FINISHED DIRECT BURIED DUCT. INSTALL #2 AWG BARE SOLID COPPER COUNTERPOISE WITH DIRECTIONAL BORE DUCT–EXTERNAL TO DUCT.

DIRECTIONAL BORE DUCT PAYMENT DETAIL

N.T.S.

\\AVCON_PROJECTS\On_Airports_080709\Projects\2010\2010.148.01 - Perry Foley Arpt RW 18-36 Rehab\2010.148.01 - DGN\1160-E30_DUCT_DTLS.dwg 7/25/2011 3:17 PM

AVCON, INC.
ENGINEERS & PLANNERS
5555 E. MICHIGAN ST., SUITE 200
ORLANDO, FL. 32822-2779
OFFICE: (407) 599-1122
FAX: (407) 599-1133
www.avconinc.com

DUCT DETAILS	E-30
DRAWING NAME	DRAWING NO.
REVISION: 1	DATE: 07/25/2011
SKETCH NO.: SK-E30-1	

FRONT END DOCUMENTS

NOTICE TO BIDDERS

RUNWAY 18-36 REHABILITATION at PERRY FOLEY AIRPORT PERRY, FLORIDA

Notice is hereby given that Taylor County will receive sealed bids at the Taylor County Board of County Commissioners, Attn: Clerk's Office, 108 East Jefferson Street, Perry, Florida 32347 (850-838-3506) until 4:00 PM local time on Monday, August 1, 2011, for the Runway 18-36 Rehabilitation project at the Perry Foley Airport, Perry, Fl. Bids must be submitted in a sealed enveloped clearly marked "**BID ENCLOSED: RUNWAY 18-36 REHABILITATION; PERRY FOLEY AIRPORT.**" Bids will be opened at the Taylor County Board of Commissioners meeting to be held at the Taylor County Administration Complex, 201 East Green Street, Perry, Florida at 6:10pm. Quotes will be publicly opened and read aloud.

The project consists of providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following:

> Complete removal of existing asphalt pavement, construction of base material and new asphalt pavement, concrete joint rehabilitation, pavement markings, electrical improvements, minor grading, and sodding.

The contract time for substantial completion of the work included in the Base Bid shall be 120 calendar days from the date of the "Notice to Proceed (NTP)." The final project completion for the Base Bid shall be 150 calendar days from the date of the "Notice to Proceed (NTP)". If Additive Alternate No. 1 is awarded, an additional 60 days shall be added to the substantial and final completion schedules. If Additive Alternates No. 2 and 3 is awarded, an additional 60 days shall be added to the substantial and final completion schedules. No additional time shall be added for Additive Alternates No. 4 and 5.

Beginning on Wednesday, June 29, 2011, drawings, specifications, and project documents may be examined by appointment at the Airport Terminal Building of the Perry Foley Airport at 511 Industrial Park Drive, Perry, Florida 32348. Appointments may be made by calling Bill Roberts at Perry Foley Airport at 850-838-3519. Beginning on Wednesday, June 29, 2011, digital copies of the above documents may be obtained from the offices of AVCON, INC., 320 Bayshore Drive, Suite A, Niceville, Florida, 32578, (850) 678-0050, upon payment of a non-refundable fee of Fifty dollars ($50.00) payable to AVCON, INC. for each set of project documents obtained. A hard copy of the above documents may be provided at an additional charge.

Bid security in the amount of at least five percent (5%) of the total quote must be submitted with the quote. The quote security may be either a certified check or a proposal guaranty bond executed by a surety company authorized to do business in the State of Florida. Quote security shall be made payable to Taylor County. The successful contractor must be able to furnish proof of required insurance, a 100% Performance Bond, and a 100% Labor and Materials Payment Bond, and shall begin execution of this contract within five (5) calendar days following the date of the Notice to Proceed.

Funding for this project is being provided, in part, the Florida Department of Transportation, and the Federal Aviation Administration and will be subject to all applicable requirements of the U.S. Department of Transportation and Airport Improvement Program grant assurances of the Federal Aviation Administration.

The successful contract will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the

Federal Register (41CFR Part 60-1, 33 F.2 7804). Wages paid to employees must comply with the minimum established by the U.S. Department of Labor Wage Determination. The successful contractor must comply with the Davis-Bacon Act, Copeland Act (Anti-Kickback Act), the Occupational Safety and Health Act, the Contract Work Hours and Safety Standards Act (CWHSSA), Title VI of the Civil Rights Act of 1964 and Executive Order 11246.

Taylor County has an approved Disadvantaged Business Enterprise (DBE) Program for Airport Improvement Program projects which the successful contract must comply with. The DBE participation goal for this project is 10.97% and compliance requirements are listed in the project documents.

A non-mandatory Pre-Bid Conference will be conducted at the Terminal Building of the Perry Foley Airport at 511 Industrial Park Drive, Perry, Florida 32348 on Thursday, July 14, 2011 at 11:00 a.m. local time (EDT). Questions relating to the Project Documents will be answered at that time. Attendance by prospective prime contractors is strongly recommended.

Taylor County reserves the right to reject any and all bids, to waive any technical or legal deficiencies and to accept any bid that it may deem to be in the best interest of the County. No contractor may withdraw his/her bid for a period of 120 calendar days following the bid opening.

OWNER'S CONTACT:
Melody Cox
County Grants Administrator
Taylor County Board of County Commissioners
201 East Green Street
Perry, Florida 32347
Tel: 850-838-3553
Fax: 850-838-3501

ENGINEER'S CONTACT:
John Collins, E.I.
Project Engineer
AVCON, INC.
320 Bayshore Drive, Suite "A"
Niceville, Florida 32578
Tel: 850-678-0050
Fax: 850-678-0040

All bids should be addressed as follows:

BID ENCLOSED: RUNWAY 18-36 REHABILITATION
PERRY FOLEY AIRPORT

Taylor County Board of County Commissioners
Attention: Clerk's Office
108 East Jefferson Street
Perry, Florida 32347

By:
Taylor County Board of County Commissioners

Name: _____ _____
Date

Title: _____

INSTRUCTIONS TO BIDDERS

PROJECT IDENTIFICATION:

a) Project Title:

RUNWAY 18-36 REHABILITATION

b) Owner:

TAYLOR COUNTY

c) Engineer:

AVCON, INC.

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1. Defined Terms.

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

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

1.1 Bidder – one who submits a Bid directly to Owner as distinct from sub-bidder, who submits a bid to a Bidder.

1.2 Issuing Office – the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

1.3 Successful Bidder – the lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes and award.

2. Copies of Bidding Documents.

2.1 Complete sets of the Bidding Documents in the number and for the sum, if any, stated in the Advertisement or Notice to Bidders may be obtained from the Issuing Office.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must submit within two (2) business days after Bid opening upon Owner's request detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for below. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Documents and Site.

4.1 It is the responsibility of each bidder before submitting a Bid:

4.1.1 To examine thoroughly these documents and other related data identified (including "technical data" referred to below);

4.1.2 To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance, or furnishing of the Work;

4.1.3 To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;

4.1.4 To study and carefully correlate Bidder's knowledge and observations with these Bid Documents and such other related data; and

4.1.5 To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between these Bid Documents and such other related documents.

4.2 Reference is made to the Supplementary Conditions for identification of:

4.2.1 Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Engineer in preparation of these Bid Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.

4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by Engineer in preparation of these Bid Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such drawings but not upon other data, interpretations, opinions, or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Bid Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.2 of the General Conditions and has been identified and established in Article 4 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any such data, interpretations, opinions, or information.

4.3 Information and data shown or indicated in these Bid Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by Owners of such Underground Facilities or others, and the Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in these Bid Documents due to differing or unanticipated conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.

4.5 Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contact Documents.

4.6 On request, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.

4.7 Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by Owner or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, Owner will provide to each Bidder

for examination access to or copies of appropriate documents (other than portions thereof related to price) for such work.

4.8 The submission of a Bid will constitute and incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception of the Bid is premised upon performing and furnishing the Work required by these Bid Documents and applying the specific means, methods, techniques, sequences, or procedures for construction (if any) that may be shown or indicated or expressly required by these Bid Documents, the Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in these Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

4.9 The provisions of 1-4.1 through 4.8, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste, or Radioactive Material covered by Paragraph 4.5 of the General Conditions.

5. Availability of Lands for Work, Etc.

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

6. Interpretations and Addenda.

6.1 All questions about the meaning or intent of these Bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed, faxed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

7. Bid Security.

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

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

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

or

the thirty-sixth (36th) day after the Bid opening,

whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

8. Contract Times.

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

9. Substitute and "Or-Equal" Items.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions and may be supplemented in the Supplementary Conditions.

10. Subcontractors, Suppliers, and Others

10.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnished the principal items of material and equipment) to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful Bidder, and any other Bidder so requested, shall within 24 hours after Bid opening submit to Owner a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor Supplier, person, or organization if requested by Owner. An Owner or Engineer who after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person, or organization, may before the Notice of Award is given request apparent Successful Bidder to submit an acceptable substitute without an increase in Bid Price.

If apparent Successful Bidder declines to make any such substitution, Owner may 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. Any subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

11. Bid Form.

11.1 All blanks on the Bid Form must be completed by printing in ink or by typewriter.

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

11.3 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.4 All names must be typed or printed in ink below the signature.

11.5 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.6 The address and telephone number for communications regarding the Bid must be shown.

11.7 Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State contractor license number, if any, must also be shown.

12. Submission of Bids.

12.1 Bidder shall submit the original plus seven (7) copies of their bid to the place indicated in the Advertisement of Notice to Bidder.

12.2 Bids shall be submitted at the time and place indicated in the Advertisement of Notice to Bidder and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation **"RUNWAY 18-36 REHABILITATION, PERRY FOLEY AIRPORT"** on the face of it.

13. Modification and Withdrawal of Bids.

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to submitted at any time prior to the opening of Bids.

13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that bidder may withdraw its Bid and bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Bid Documents.

14. Opening of Bids.

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

15. Bids to Remain Subject to Acceptance.

All Bids will remain subject to acceptance for one hundred twenty (120) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. Disqualification of Bidders

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

A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.

B. Evidence that the bidder has a financial interest in the firm of another bidder for the same work.

C. Evidence of collusion among bidders. Participants in such conclusion will receive no recognition as bidders for any future work of the County until such participant shall have been reinstated as a qualified bidder.

D. Uncompleted work that in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement for bids.

F. Default under previous contract.

17. Award of Contract.

17.1 Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

17.2 In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

17.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major item of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

17.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Bid Documents to Owner's satisfaction within the prescribed time.

17.5 The Owner in its absolute discretion may reject any bid of a bidder that has failed, in the opinion of the Owner, to complete or perform an Owner-contracted project in a timely fashion, and emphasizes this condition to potential bidders.

17.6 If a contract is to be awarded, it will be awarded to lowest responsive, responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

17.7 The Basis of Award shall be based on the lowest total of either the Base Bid or the total of a combination of the Base Bid and any of the Additive Alternates, as finally determined by the owner and the funding agencies based on the availability of funding.

17.8 The owner reserves the right to award any combination of the Base Bid and Additive Alternates, or not award the project.

17.9 In the event the total construction bids exceed the funding capacity of the Owner, the Owner reserves the right to reject any and all bids.

17.10 The Owner's sole determination shall be binding.

18. Pre-Bid Conference.

A **non-mandatory** Pre-Bid Conference will be conducted at the Terminal Building of the Perry Foley Airport at 511 Industrial Park Drive, Perry, Florida 32348 on July 14, 2011 at 11:00 a.m. local time (EDT). Participation is strongly encouraged. Engineer will transmit to all plan holders of record such Addenda as Engineer considers necessary in response to written questions received no later than seven (7) days prior to the Bid Opening date. Oral statements may not be relied upon and will not be binding or legally effective.

19. Sales and Use Taxes.

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

BID DOCUMENTS

BID FORM

PROJECT IDENTIFICATION:

RUNWAY 18-36 REHABILITATION
PERRY FOLEY AIRPORT

THIS BID IS SUBMITTED TO:

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in these documents to perform and furnish all Work as specified or indicated in these documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of these documents.

2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one hundred twenty (120) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.

3. In submitting this Bid, Bidder represents as more fully set forth in the Agreement, that:

   (a) Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

   Addendum No.: _____ Date: _____

   Addendum No.: _____ Date: _____

   Addendum No.: _____ Date: _____

   Addendum No.: _____ Date: _____

   (b) Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.

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

   (d) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. Bidder accepts the determination set forth in Article 4 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in paragraph 4.2 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicted in the Bidding Documents with respect to

underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of these Documents.

(e) Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in these documents.

(f) Bidder has correlated the information known to Bidder, information and observation obtained from visits to the site, reports and drawings identified in these documents and all additional examinations, investigations, explorations, tests, studies, and data with these documents.

(g) Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in these documents and the written resolution thereof by Engineer is acceptable to Bidder, and these documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder will complete the Work in accordance with these documents for the price found in the Bid Schedule:

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

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

5. Bidder agrees that Work associated with the Base Bid for the **RUNWAY 18-36 REHABILITATION** project will be substantially complete 120 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions. Bidder also agrees that Work associated with the Base Bid for the **RUNWAY 18-36 REHABILITATION** project will be completed and ready for final payment in accordance with paragraph 14.13 of the general conditions within 150 calendar days after the date when the Contract Time commences to run. If Additive Alternate No. 1 is awarded, an additional 60 days shall be added to the substantial and final completion schedules. If Additive Alternates No. 2 and 3 is awarded, an additional 60 days shall be added to the substantial and final completion schedules. No additional time shall be added for Additive Alternates No. 4 and 5.

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

7. The following documents are attached to and made a condition of this Bid and shall be completed and submitted as part of a responsive bid proposal. Bid proposals that do not include the following documents may be considered unresponsive:

   (a) This bid form (BF-1 to BF-5) fully completed.

   (b) Bid schedule completed, with bid unit prices indicated numerically and in words (BS-1 to BS-14).

   (c) Bid Affidavit (BA-1)

   (d) Bid Security as required by the Instructions to Bidders in the form of a certified or bank check made payable to Taylor County or a Bid Bond on form attached (BB-1 to BB-2), issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

   (e) Required Bidder's Qualification Questionnaire with supporting data. (BQQ-1 to BQQ-3)

   (f) Form of Noncollusion Affidavit (NCA-1)

   (g) Certification of Non-Segregated Facilities (NSF-1)

   (h) Drug-Free Workplace Certification (DFWC-1)

   (i) Indemnification and Hold Harmless (IHH-1)

   (j) Worker's Compensation Affidavit (WCA-1)

   (j) Buy American Certificate (BAC-1)

   (k) Sworn Statement under Section 287.133 (3)(a), Florida Statutes, on Public Entity Crimes (SSPEC-1 to SPPEC-3)

   (l) Davis-Bacon Wage Rates Certification (DBC-1)

   (m) Disadvantaged Business Enterprise Program (DBEP-1 to DBEP-4)

   (n) DBE Certificate of Compliance Form (DBECF-1)

   (o) Insurance Compliance (IC-1)

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

_____

_____

_____

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

SUBMITTED on _____ ,20___

State Contractor License No. _____

If Bidder is:

An Individual

By _____ (SEAL)
(Individual's Name)
doing business as _____
Business address: _____
_____
Phone No.: _____

A Partnership

By _____(SEAL)
(Firm Name)
_____
(General Partner)
Business address: _____
_____
Phone No.: _____

A Corporation

By _____(SEAL)
(Corporation Name)
_____
(State of Incorporation)
By _____(SEAL)
(Name of person authorized to sign)
_____
(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

_____

Phone No.: _____

Date of Qualification to do business is _____

A Joint Venture

By _____ (SEAL)
(Name)

_____
(Address)

By _____ (SEAL)
(Name)

_____
(Address)

Phone Number and Address for receipt of official communications

_____

_____

_____

_____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

BID SCHEDULE - UNIT PRICES

(This is a Unit Price Contract)

BIDDER:_____ **DATE:**_____

AIRPORT NAME: Perry Foley Airport
PROJECT DESCRIPTION: Runway 18-36 Rehabilitation

BID SCHEDULE

Base Bid – North Runway 18-36 Pavement Rehabilitation

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
1	M-101	Mobilization & Maintenance of Traffic _____ dollars and _____ cents	LS	1		
2	P-120-1	Pavement Removal – Complete Asphalt Removal (Approx. 2" Depth) _____ dollars and _____ cents	SY	26,300		
3	P-120-2	Pavement Removal – Complete Asphalt Removal (Approx. 1 ¼ " Depth) _____ dollars and _____ cents	SY	6,100		
4	P-152	Excavation and Embankment _____ dollars and _____ cents	LS	1		
5	P-156	Erosion and Pollution Control _____ dollars and _____ cents	LS	1		

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
6	P-211	Lime Rock Base Course (Variable Depth) _____ dollars and _____ cents	SY	32,400		
7	P-401	Bituminous Surface Course (Superpave ™) _____ dollars and _____ cents	TON	4,430		
8	P-605	Joint Sealing Filler _____ dollars and _____ cents	LF	10,800		
9	T-904	Sodding, Bahia Argentina _____ dollars and _____ cents	SY	2,800		
10	SP-8	Hazardous Material Disposal five thousand dollars and zero cents	AL	1	$5,000.00	
11	SP-9	Quartz Runway Edge Light Replacement _____ dollars and _____ cents	EA	3		

For all work required to perform the Base Bid in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Base Bid amount of:

TOTAL BASE BID AMOUNT(*in words*): _____

_____ Dollars and _____ cents

($_____)
(amount in numbers)

Note: Total Base Bid amount shall equal the sum of the totals for Bid Items No. 1 through 11

Additive Alternate No. 1 – South Runway 18-36 Pavement Rehabilitation

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
12	M-101	Mobilization & Maintenance of Traffic _____ dollars and _____ cents	LS	1		
13	P-120-1	Pavement Removal – Complete Asphalt Removal (Approx. 2" Depth) _____ dollars and _____ cents	SY	26,300		
14	P-120-2	Pavement Removal – Complete Asphalt Removal (Approx. 1 1/4" Depth) _____ dollars and _____ cents	SY	160		
15	P-120-3	Pavement Removal – Complete Concrete Removal (Approx. 6" Depth) _____ dollars and _____ cents	SY	470		
16	P-152	Excavation & Embankment _____ dollars and _____ cents	LS	1		
17	P-156	Erosion and Pollution Control _____ dollars and _____ cents	LS	1		
18	P-211	Lime Rock Base Course (Variable Depth) _____ dollars and _____ cents	SY	26,400		

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
19	P-401	Bituminous Surface Course (Superpave ™) _____ dollars and _____ cents	TON	4,430		
20	P-605	Joint Sealing Filler _____ dollars and _____ cents	LF	13,400		
21	T-904	Sodding, Bahia Argentina _____ dollars and _____ cents	SY	1,100		
22	SP-8	Hazardous Material Disposal five thousand dollars and zero cents	AL	1	$5,000.00	

For all work required to perform Additive Alternate No. 1 in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Additive Alternate No. 1 amount of:

TOTAL ADDITIVE ALTERNATE NO. 1 AMOUNT (in words):_____

_____ Dollars and _____ cents

($_____)
(amount in numbers)

Note: Total Additive Alternate No. 1 amount shall equal the total amount for Bid Item No. 12 through 22.

Additive Alternate No. 2 – Runway 18-36 Shoulder Rehabilitation

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
23	M-101	Mobilization and Maintenance of Traffic _____ dollars and _____ cents	LS	1		
24	P-120-2	Pavement Removal – Complete Asphalt Removal (Approx. 1 ¼" Depth) _____ dollars and _____ cents	SY	(6,260) (Deduct)		
25	P-120-2	Pavement Removal – Complete Asphalt Removal (Approx. 1 ¼" Depth) _____ dollars and _____ cents	SY	26,600		
26	P-152	Excavation and Embankment _____ dollars and _____ cents	LS	1		
27	P-211	Lime Rock Base Course (Variable Depth) _____ dollars and _____ cents	SY	(6,260) (Deduct)		
28	P-211	Lime Rock Base Course (Variable Depth) _____ dollars and _____ cents	SY	26,600		
29	P-401	Bituminous Surface Course (Superpave™) _____ dollars and _____ cents	TON	(2,460) (Deduct)		

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
30	P-401	Bituminous Surface Course (Superpave™) _____ dollars and _____ cents	TON	2,800		
31	T-904	Sodding, Bahia Argentina _____ dollars and _____ cents	SY	35,500		

For all work required to perform Additive Alternate No. 2 in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Additive Alternate No. 2 amount of:

TOTAL ADDITIVE ALTERNATE NO. 2 AMOUNT (in words):_____

_____ Dollars and _____ cents

($_____)
(amount in numbers)

Note: Total Additive Alternate No. 2 amount shall equal the total amount for Bid Item No. 23 through 31.

Additive Alternate No. 3 – Runway 18-36 Edge Lighting Rehabilitation

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
32	M-101	Mobilization and Maintenance of Traffic _____ dollars and _____ cents	LS	1		
33	L-104-1	Temporary Power & Temporary Airfield Lighting / Signage / Navigational Facilities _____ dollars and _____ cents	LS	1		
34	L-105-1	Electrical Demolition _____ dollars and _____ cents	LS	1		
35	L-108-1	1/C L-824-Type C Unshielded #8 AWG 5 KV Stranded Copper Cable, Installed in Duct or Conduit _____ dollars and _____ cents	LF	25,000		
36	L-108-2	1/C #2 AWG Solid Copper Counterpoise Wire, Installed Over Duct or Conduit _____ dollars and _____ cents	LF	16,000		
37	L-108-3	.75" Diameter by 10.0" Long Copper Clad Steel Sectional Ground Rod _____ dollars and _____ cents	EA	240		
38	L-110-1	1 Way 2" Schedule 40 PVC Concrete Encased Duct _____ dollars and _____ cents	LF	12,000		

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
39	L-110-2	1 Way 2" Schedule 40 PVC Direct Buried Duct _____ dollars and _____ cents	LF	800		
40	L-110-3	2 Way 2" Schedule 40 PVC Concrete Encased Duct _____ dollars and _____ cents	LF	1,925		
41	L-110-4	1 Way 4" PVC Split Duct Concrete Encased _____ dollars and _____ cents	LF	100		
42	L-125-1	L-852D Runway Edge Light – Clear/Yellow (A) _____ dollars and _____ cents	EA	1		
43	L-125-2	L-852D Runway Edge Light – Clear/Yellow (C) _____ dollars and _____ cents	EA	2		
44	L-125-3	L-852D Runway Edge Light – Red/Green _____ dollars and _____ cents	EA	8		
45	L-125-4	L-861 Runway Edge Light – Clear/Clear (A) _____ dollars and _____ cents	EA	10		
46	L-125-5	L-861 Runway Edge Light – Clear/Yellow (A) _____ dollars and _____ cents	EA	34		

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
47	L-125-6	L-861 Runway Edge Light – Clear/Yellow (C) _____ dollars and _____ cents	EA	2		
48	L-125-7	L-861E Runway Threshold Light – Green/Red _____ dollars and _____ cents	EA	8		
49	L-125-8	L867B Base Can _____ dollars and _____ cents	EA	4		
50	L-125-9	L867D Base Can _____ dollars and _____ cents	EA	2		
51	L-125-10	L867E Base Can _____ dollars and _____ cents	EA	4		
52	L-125-11	Field Lighting Arrestor Assembly _____ dollars and _____ cents	EA	9		
53	T-904	Sodding, Bahia Argentina _____ dollars and _____ cents	SY	2,250		

For all work required to perform Additive Alternate No. 3 in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Additive Alternate No. 3 Amount of:

TOTAL ADDITIVE ALTERNATE NO. 3 AMOUNT (in words):_____

_____ Dollars and _____cents

($_____)
(amount in numbers)

Note: Total Additive Alternate No. 3 amount shall equal the total amount for Bid Item No. 32 through 53.

***Additive Alternates No. 2 and 3 shall be awarded together.**

Additive Alternate No. 4 – North Runway 18-36 Pavement Markings

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
54	M-101	Mobilization and Maintenance of Traffic _____ dollars and _____ cents	LS	1		
55	P-620-2	Airfield Pavement Markings Without Reflective Media, Black _____ dollars and _____ cents	SF	8,250		
56	P-620-3	Airfield Pavement Markings With Reflective Media, White _____ dollars and _____ cents	SF	31,100		

For all work required to perform Additive Alternate No. 4 in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Additive Alternate No. 4 Amount of:

TOTAL ADDITIVE ALTERNATE NO. 4 AMOUNT (in words):_____

_____ Dollars and _____cents

($_____)
(amount in numbers)

Note: Total Additive Alternate No. 4 amount shall equal the total amount for Bid Item No. 54 through 56.

Additive Alternate No. 5 – South Runway 18-36 Pavement Markings

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
57	M-101	Mobilization and Maintenance of Traffic _____ dollars and _____ cents	LS	1		
58	P-620-1	Airfield Pavement Markings With Reflective Media, Yellow _____ dollars and _____ cents	SF	160		
59	P-620-2	Airfield Pavement Markings Without Reflective Media, Black _____ dollars and _____ cents	SF	8,300		
60	P-620-3	Airfield Pavement Markings With Reflective Media, White _____ dollars and _____ cents	SF	31,200		

For all work required to perform Additive Alternate No. 5 in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Additive Alternate No. 5 Amount of:

TOTAL ADDITIVE ALTERNATE NO. 5 AMOUNT (in words):_____

_____ Dollars and _____ cents

($_____)
(amount in numbers)

Note: Total Additive Alternate No. 5 amount shall equal the total amount for Bid Item No. 57 through 60.

BID SUMMARY (amount in numbers)

(A) TOTAL BASE BID: $_____

(B) ADDITIVE ALTERNATE NO. 1: $_____

(C) ADDITIVE ALTERNATE NO. 2: $_____

(D) ADDITIVE ALTERNATE NO. 3: $_____

(E) ADDITIVE ALTERNATE NO. 4: $_____

(F) ADDITIVE ALTERNATE NO. 5: $_____

(G) TOTAL BID AMOUNT*: $_____

** The Total Bid Amount (G) shall equal the sum of (A) through (F). The Basis of Award shall be based on the lowest total of either the Base Bid or combinations of the total of the Base Bid and any Additive Alternates, as finally determined by the owner and the funding agencies based on the availability of funding*

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

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

Dated and signed at _____, _____, this _____ day of _____, 20___.

_____
Name of Bidder

_____
Authorized Signature

_____
Title

_____
Mailing Address

_____
City, State, Zip

_____
(Federal ID No. or SS No.)

BID AFFIDAVIT

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

STATE OF _____

COUNTY OF _____

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

_____
[signature]

_____
[date]

STATE OF _____ COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

[name of individual signing]

who, after first being sworn by me, affixed his/her signature in the space provided above on this ____day of _____, 20___.

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires:

_____ _____
Notary Public

BID BOND

BIDDER *(Name and Address):*

_____
_____
_____

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

_____
_____
_____

OWNER *(Name and Address):*

Taylor County Board of County Commissioners
201 East Green Street
Perry, Florida 32347

BID:

BID DUE DATE: _____
PROJECT *(Brief Description Including Location):*

_____
_____

BOND:

BOND NUMBER: _____
DATE: *(Not later than Bid Due Date):* _____
PENAL SUM: _____

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

BIDDER	SURETY
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title	Signature and Title (Attach Power of Attorney)
Attest: _____	Attest: _____
Signature and Title	Signature and Title

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

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

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

3.2 All bids are rejected by OWNER, or

3.3 OWNER fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by OWNER and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal deliver, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted form this Bond shall be deemed to be included herein as if set forth at length. If any provision of any Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

BIDDER'S QUALIFICATION QUESTIONNAIRE

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

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

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

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

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

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

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

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

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

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

10. Provide a financial statement for your company. This should include a balance and income statement for your most recent fiscal year. A certified audit is preferred but not required. Use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information (if requested by Owner) to the Owner within twenty-four (24) hours of the opening of the Bids.

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

Correct Name of Bidder _____

(a) The business is a _____

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

_____

_____

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

_____

_____

_____

_____

FORM OF NONCOLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF _____

COUNTY OF _____

_____ being first duly sworn,

deposes and says that he/she is _____

(sole owner, a partner, president, secretary, etc.) of _____

_____

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

_____(Bidder)

Sworn to an subscribed before me this _____ day of

_____, 20___.

Notary Public in and for

_____ County,

_____.

My Commission Expires:

_____, 20___.

CERTIFICATION OF NON-SEGREGATED FACILITIES

(Must be completed and submitted with the Bid)

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

_____
(Name of Bidder)

By: _____

Title: _____

Dated: _____

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE: _____

COMPANY: _____ SIGNATURE: _____

ADDRESS: _____ NAME: _____
(Typed or Printed)

_____

_____ TITLE: _____

PHONE #: _____

IDEMNIFICATION AND HOLD HARMLESS

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

Bidder's Company Name	Authorized Signature - Manual
Physical Address	Authorized Name - Typed
Mailing Address	Title
Phone Number	FAX Number
Cellular Number	After-Hours Number(s)
Date	

WORKER'S COMPENSATION AFFIDAVIT

State of _____

County of _____

SS:_____

of _____

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

Signed: _____

Subscribed and sworn to before me this _____ day of _____, 20 ___

Notary Public

BUY AMERICAN CERTIFICATE

Except for those items listed by the Bidder below or on a separate and clearly identified attachment to this Bid, the Bidder hereby certifies that steel and each manufactured product, is produced in the United States (as defined in Special Provision No. 7, Section 10 Buy American-Steel and Manufactured Products) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

PRODUCT	COUNTRY OF ORIGIN

_____
(Name of Bidder)

By: _____

Title: _____

Dated: _____

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

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

1. This sworn statement is submitted to _____
[print name of public entity]

by_____
[print individuals name and title]

for_____
[print name of entity submitting sworn statement]

whose business is _____and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.)

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

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

4. I understand that an "affiliate" as defined in 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 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 provision of

goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, and employees, members, and agents who are active in management of an entity.

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

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

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

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

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

_____
[signature]

_____
[date]

STATE OF _____ COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

[name of individual signing]

who, after first being sworn by me, affixed his/her signature in the space provided above on this ____day of _____, 20___.

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

My Commission Expires:

_____ _____
Notary Public

Davis-Bacon Certification

This is to certify that I have reviewed the minimum rate wages contained in Special Provision No. 5, which were predetermined for this project by the Secretary of Labor, and I have used these rates in the preparation of this proposal. Furthermore, I agree to abide by these wages and all others provisions of the Davis-Bacon Act as it associates to this project.

Bidder's Signature	Date
Title	Notary Public

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

1. **DEFINITION** - Disadvantaged Business Enterprise (DBE) as used in this contract shall have the same meaning as defined in 49 CFR Part 26.

2. **POLICY** - It is the policy of DOT that DBE's as: defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.

3. **OBLIGATION** - The contractor agrees to ensure that DBE's as defined In 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

4. **COMPLIANCE** - All bidders, potential contractors, or subcontractors for this DOT assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.

5. **CONTRACT CLAUSE** - Al bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts, which offer further subcontracting opportunities.

6. **CONTRACT AWARD** - Bidders are hereby advised that meeting the DBE subcontract goal or making an acceptable good faith effort to meet said goal are conditions of being awarded this DOT assigned contract.

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

7. **DBE PARTICIPATION GOAL** - The attainment of the goal established for this contract is to be measured as a percentage of the total dollar value of the contract. The DBE goal established for this contract is **10.97 %.**

8. **AVAILABLE DBE'S** - The owner has on file a DBE program pending approved by the Federal Aviation Administration. This program contains a listing of DBE's (certified and uncertified). Bidders are encouraged to inspect this list to assist in locating DBE's for the work. Other DBE's may be added to the list in accordance with the owner's approved DBE program. Credit toward the DBE goal will not be counted unless the DBE to be used can be certified by the owner.

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

MBE's

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

WBE's

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

OSE's

Other Socially and Economically Disadvantaged Subcontractors within the DBE Group Names/Addresses/ Identity	Subcontract Work Item	Dollar Value of Subcontract Work

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

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

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

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

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

a. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBE's of contracting and subcontracting opportunities;

b. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;

c. Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;

d. Whether the contractor followed up initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested;

e. Whether the contractor selected portions of work to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

f. Whether the contractor provided interested DBE's with adequate information about the plans, specifications, and requirements of the contract;

g. Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities.

h. Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient or contractor;

and

i. Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

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

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

a. The DBE participation goal as established in the General Conditions.

b. The DBE participation percentage as shown in Section 9, which was submitted as a condition of contract award.

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

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

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

DBE CERTIFICATE OF COMPLIANCE FORM

Taylor County has on file a Disadvantaged Business Enterprise Program which may be reviewed and inspected at the following location:

Administrative Offices
Taylor County
201 East Green Street
Perry, FL 32347

Taylor County intends to utilize and implement this program in the awarding of this contract. Disadvantaged Business Enterprises listed by the State of Florida Department of Transportation may be viewed at:

http://www.dot.state.fl.us/equalopportunityoffice/dbeprogram.htm

This is to certify that I have reviewed the plan, bid evaluation procedure, and DBE directory and will make all reasonable efforts to include DBE Contractors as outlined in pages DBEP 1 through DBEP 4 and in Special Provision No. 6.

_____ _____

Bidder's Signature Date

_____ _____

Title Notary Public

INSURANCE COMPLIANCE

This form is to be completed and signed by the Contractor and by your insurance agent/carrier certifying that your policy either meets the insurance requirements as specified for this project or that the insurance company has reviewed the bid requirements and certifies that you were quoted any price increase due to required coverage.

CONTRACTOR

I certify that the insurance requirements have been reviewed.

Company Name _____

Address _____

_____

Representative

Name _____

Title _____

Phone Number _____

INSURANCE COMPANY

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

Company Name _____

Address _____

_____

Representative

Name _____

Title _____

Phone Number _____

INSURANCE REQUIREMENTS

1. The contractor will secure and maintain in a company or companies licensed to do business in the State of Florida the following minimum item of Insurance. The company or companies will have a "Best" rating of at least:

   (a) A/Class I for contracts $250,000 or less
   (b) A/Class II for contracts to $250,000 to $500,000
   (c) A/Class III for contracts to $500,000 to$750,000
   (d) A/Class IV for contracts to $750,000 to $1,000,000
   (e) A/Class V for contracts to $1,000,000 to $1,500,000
   (f) A/Class VI for contracts to$1,500,000 to $2,500,000
   (g) A/Class VII for contracts to $2,500,000 to $3,750,000
   (h) A/Class VIII for contracts to $3,750,000 to $5,000,000
   (i) A/Class IX for contracts to $5,000,000 to $7,500,000
   (j) A/Class X for contracts to $7,500,000 to 12,500,000
   (k) A/Class XI for contracts $12,500,000 to $25,000,000

2. Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

   (a) Premise-Operation (including X-C/U as applicable).
   (b) Independent Contractor's Protective
   (c) Products and Completed Operations
   (d) Personal injury Liability
   (e) Contractual – Including specified provision for Contractor's obligations in contract if available.
   (f) Owned, non-owned and hired motor vehicles.
   (g) Broad form Property Damage including Completed Operations.
   (h) Umbrella Excess Liability if applicable.

3. Required Minimum Coverage and Limits:

   (a) Comprehensive or Commercial General Liability (including Premise-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

      (1) Bodily Injury and Property Damage Combined Single Limit (CSL) $500,000 each occurrence/$1,000,000 General Aggregate
      (2) Products and Completed Operations to be maintained for 3 years after final payment. Owner and Engineer to be included as additional insureds. - $500,000 Aggregate
      (3) Property Damage Liability Insurance shall provide X, C and U Coverage
      (4) Broad Form Property Damage Coverage shall include Completed Operations

   (b) Blanket Contractual Liability - Bodily injury and Property Damage Combined Single Limit (CSL) - $1,000,000 Each Occurrence.

   (c) Personal Injury - $500,000 per person.

   (d) Business Auto Liability (including owned, non-owned and hired vehicles):

(1) Bodily Injury and Property Damage Combined Single Limits (CSL) $500,000 Each Occurrence or, Split Limits;

a. Bodily Injury;
$500,000 each person
$500,000 each occurrence

b. Property Damage:
$500,000 each occurrence

(e) Umbrella Excess Liability: Occurrence Form; Coverage provided under umbrella must follow coverage provided in primary.

(f) Workers' Compensation:

i. State: Statutory

ii. Applicable Federal (e.g., Longshoreman's & Jones Act) Statutory

iii. Employer's Liability: (Including Maritime if applicable)
$500,000 Per Accident
$500,000 Disease- Each Employee
$500,000 Disease- Policy Limit

4. Other Requirements:

(a) Insurance and Bonds: All insurance and bonds in connection with the work to be performed under the contract shall be countersigned by a licensed agent resident in the State of Florida.

(b) Transmittal of Bond and Proof of Carriage of Insurance: One (1) copy of the Proof of Insurance, as called for above, shall be delivered to the Engineer along with each copy of the Contract Documents and required bonds.

(c) The owner and Engineer shall be named as additional insured in the General Liability Insurance Coverage as provided for in Paragraph 2 above.

INDEMNIFICATION

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) (2) is caused in whole or part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. In any and all claims against the Owner, the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, the indemnification obligation under Paragraph 1. above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

3. The obligations of the contractor under Paragraph 1. above, shall not extend to the liability of the Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees provided such giving or failure to give is the primary cause of injury or damage.

STANDARD FORM OF AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20 11 by and between the Taylor County Board of County Commissioners (hereinafter called Owner) and _____ _____(hereinafter called Contractor). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

Contractor shall complete the following work as specified or indicated in the Contract Documents. The Work is generally described as follows: **[DELETE BID SCHEDULES NOT IN CONTRACT]**

RUNWAY 18-36 REHABILITATION
PERRY FOLEY AIRPORT

BASE BID:

ADDITIVE ALTERNATE NO. 1:
ADDITIVE ALTERNATE NO. 2:
ADDITIVE ALTERNATE NO. 3
ADDITIVE ALTERNATE NO. 4:
ADDITIVE ALTERNATE NO. 5:

Article 2. ENGINEER.

The Project has been designed by:

AVCON, INC.
320 Bayshore Drive, Suite A
Niceville, Florida 32578
850-678-0050 office
850-678-0040 fax

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

Article 3. CONTRACT TIMES.

3.1 The work shall be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run..

3.2 *Liquidated Damages.* Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also

recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring of such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

3.3 Liquidated damages, based upon the original contract amount of $_____,will be Five-Hundred dollars ($500.00) per calendar day.

Article 4. CONTRACT PRICE.

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

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

Article 5. PAYMENT PROCEDURES

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

5.1 *Progress Payments; Retainage.* Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the ___day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured based on the number of units completed.

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

90 % of Work completed (with the balance being retainage).

90 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 90 % of the Contract Price (with the balance being retainage), less such amounts as Engineer

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

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

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

Article 6. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

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

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

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

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

Article 7. CONTRACT DOCUMENTS

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

7.1 This Agreement (pages A-1 to A-6, inclusive)

7.2 Performance, Payment, and other Bonds

7.3 Notice to Proceed

7.4 General Conditions (pages GC-1 to GC-56, inclusive), Division 1 Specifications, General Provisions (pages GP-1 to GP-56, inclusive), and Special Provisions of the project manual

7.5 Specifications package as listed in the table of contents thereof

7.6 Drawings consisting of a cover sheet and sheets numbered _____ through ____, inclusive, with each sheet bearing the following general title:

RUNWAY 18-36 REHABILITATION
PERRY FOLEY AIRPORT

7.7 Addenda numbers _____ to _____, inclusive

7.8 Contractor's Bid Proposal, including submitted Bid Form and Bid Schedule

7.9 Documentation submitted by Contractor prior to Notice of Award

7.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions

The documents listed in paragraph 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are not Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 8. MISCELLANEOUS.

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the

meanings indicated in the General Conditions.

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

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

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

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

This Agreement will be effective on _____, 20_11_ (which is the Effective Date of the Agreement).

OWNER:

TAYLOR COUNTY BOARD OF
COUNTY COMMISSIONERS

Signed:_____

Printed Name: _____

Title: _____

[CORPORATE SEAL]

ATTEST
Signed:_____

Printed Name: _____

Address for giving notices:

Melody Cox, Grants Administrator

Taylor County

201 East Green Street

Perry, Foley 32347

CONTRACTOR

_____

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

Signed: _____

Printed Name: _____

Title: _____

[CORPORATE SEAL]

ATTEST
Signed:_____

Printed Name: _____

Address for giving notices:

_____

_____

_____

_____

PERFORMANCE BOND

STATE OF FLORIDA
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS that_____, a Principal, hereinafter called Contractor, and_____ as Surety, hereinafter called Surety, are held and firmly bound unto the Taylor County Board of County Commissioners as Obligee, hereinafter called Owner, in the amount of _____ and /100 Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____,20 11 , entered into a Contract with Owner for the project titled **RUNWAY 18-36 REHABILITATION** at **Perry Foley Airport** in accordance with Drawings and Specifications prepared by AVCON, INC., which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall in all respects promptly and faithfully perform and comply with the terms and conditions of said Contract and his obligations thereunder and shall indemnify the Owner ~~and the Consulting Engineer~~ and save ~~either or all of them against and~~ ***Owner*** from all costs, expenses and damages arising from the performance of said Contract or the repair of any work there under, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, in accordance with the following terms and conditions:

1. The Principal and Surety jointly and severally agree to pay the Owner any difference between the sum to which the said Principal would be entitled on the completion of the Contract, and that sum which the Owner may be obliged to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect ~~or consequential~~, including without limitation those for delay, expenses, costs, and attorney's fees including appellate proceedings, which the said Owner may sustain on account of such work, or on account of the failure of said Contractor to properly and in all things, keep and execute all of the provisions of said Contract.

2. And this Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the project by the Owner and shall provide that the Contractor guarantees to repair or replace for said period of one (1) year all work performed and materials and equipment furnished that were not performed and materials and equipment furnished that were not performed or furnished according to the terms of the Contract, and shall make good, defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgement of the Owner, for the reasons above stated needs to be replaced, repaired or made good during that time, the Owner shall so notify the Contractor in writing. If the Contractor refuses or neglects to do such work within five (5) days from the date of service of such Notice, the Owner shall have the work done by others an the cost thereof shall be paid by the Contractor or his Surety.

3. And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

4. The Surety presents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's Rating of "_____" and Financial Category of "Class _____."

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

ATTEST:

_____
Principal

_____ By: _____
(Principal) Secretary

_____
Address

_____

SEAL:

_____
Witness as to Principal

_____
Address

ATTEST:

_____
Surety

_____
(Surety) Secretary

SEAL:

_____
Attorney-in-Fact

_____ _____
Witness as to Surety Address

_____ _____
Address

PAYMENT BOND

KNOW ALL MEN by these presents; That we (1)_____

_____ a (2)_____

hereinafter called "Principal" and (3)_____

of_____, State of _____, hereinafter call

the "Surety", are held and firmly bound unto (4) Taylor County Board of County Commissioners

of _____, hereinafter called "OWNER", in the

penal sum of _____ dollars

($_____) in lawful money of the United States for the payment of which sum

well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors,

jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a

certain contract with the Owner, dated the _____ day of _____, 20__, a copy of

which is hereto attached and make a part hereof for the construction of: _____

_____

_____

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

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

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

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

ATTEST:

_____
Principal

_____ By: _____
(Principal) Secretary

_____
Address

_____

SEAL:

_____
Witness as to Principal

_____
Address

ATTEST:

_____
Surety

_____
(Surety) Secretary

SEAL:

_____
Attorney-in-Fact

_____ _____
Witness as to Surety Address

_____ _____
Address

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

_____
Secretary (Corporate Seal)

STATE OF FLORIDA
COUNTY OF

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

Subscribed and sworn to before me this _____ day of _____, 20__, A.D.

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

_____

Notary Public
State of Florida-at-Large

My commission Expires:

_____

CERTIFICATE OF ATTORNEY – OWNER

I, the undersigned,

_____

the duly authorized and acting legal representative of

Taylor County Board of County Commissioners (Owner)

do hereby certify that I have examined the foregoing contract and the Surety Bond attached thereto and the manner of execution thereof, and that I am of the opinion that each of the aforesaid agreements has been executed by the proper representatives, and that said representatives have respectively the full power and authority to execute said agreements on behalf of the respective parties named therein, and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

Signed: _____

Title: _____

Date: _____

GENERAL CONDITIONS

GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS

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

1.0.1 AASHTO – The American Association of State Highway and Transportation Officials, the successor association AASHO.

1.0.2 ACCESS ROAD – The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

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

1.1.1 ADVERTISEMENT – A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

1.2. **Agreement** – The written contract between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.2.1 AIP – The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

1.2.2 AIR OPERATIONS AREA – For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

1.2.3 AIRPORT – Airport means the area of land or water which is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings and facilities, if any.

1.3. **Application for Payment** – The form accepted by Engineer which is to be used by Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4. **Asbestos** – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

1.4.1 ASTM – The American Society for Testing and Materials.

1.4.2 AWARD – The acceptance, by the Owner, of the successful bidder's proposal.

1.5. **Bid** – The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.5.1 BIDDER – Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

1.6. **Bidding Documents** – The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.7. **Bidding Requirements** – The advertisement or invitation to Bid, instructions to bidders, and the Bid form.

1.7.1 BUILDING AREA – An area on the airport to be used, considered, or intended to be used for airport buildings, or other facilities or rights-of-way together with all airport buildings and facilities located thereon.

1.8. **Bonds** – Performance and Payment bonds and other instruments of security.

1.8.1 CALENDAR DAY – Every day shown on the calendar.

1.8.2 CERTIFICATES OF COMPLIANCES – Written statements by the manufacturer stating the material furnished is in conformance with the Specifications.

1.9. **Change Order** – A document recommended by Engineer, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement. *The work covered by a change order shall be within the scope of the contract.*

1.10. **Contract Documents** – The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and Engineer's written interpretations and clarifications issued pursuant to paragraphs 3.5, 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 6.26 and 6.27 and the reports and drawings referred to in paragraphs 4.2.1.1 and 4.2.2.2 are not Contract Documents.

1.11. **Contract Price** – The money payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

1.12. **Contract Times** – The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment in accordance with paragraph 14.13.

1.12.1 CONTRACT ITEM (PAY ITEM) – A specific unit of work for which a price is provided in the Contract.

1.13. **Contractor** – The person, firm or corporation with whom Owner has entered into the Agreement.

1.14. **Defective** – An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with paragraph 14.8 or 14.10).

1.14.1 DRAINAGE SYSTEM – The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

1.15. **Drawings** – The drawings which show the scope, extent, and character of the Work to be furnished and performed by Contractor and which have been prepared or approved by Engineer and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

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

1.17. **Engineer** – The person, firm, or corporation named as such in the Agreement.

1.18. **Engineer's Consultant** – A person, firm, or corporation having a contract with Engineer to furnish services as Engineer's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions. *The following list of independent professional associates and consultants are considered the Engineer's consultant for this Construction Contract: AVCON, Inc.*

1.18.1 EQUIPMENT – All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

1.18.2 EXTRA WORK – An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which if found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

1.18.3 FAA – The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his duly authorized representative.

1.18.4 FEDERAL SPECIFICATIONS – The Federal Specifications and Standards, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government. They may be obtained from the Specifications Activity, Printed Materials Supply Division, Building 197, Naval Weapons Plant, Washington, D.C. 20407.

1.19. **Field Order** – A written order issued by Engineer which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Times.

1.20. **General Requirements** – Sections of Division 1 of the Specifications.

1.21. **Hazardous Waste** – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.22.

1.23. 1.21.1 INSPECTOR – An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

1.21.2 INTENTION OF TERMS – Whenever, in these specifications or on the plans, the words, "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "Satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

1.21.3 LABORATORY – The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer.

1.22. **Laws and Regulations; Laws or Regulations** – Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

1.23. **Liens** – Liens, charges, security interests, or encumbrances upon real property or personal property.

1.23.1 LIGHTING – A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

1.23.2 MAJOR AND MINOR CONTRACT ITEMS – A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 25 percent of the total amount of the award contract. All other items shall be considered minor contract items.

1.23.3 MATERIALS – Any substance specified for use in the construction of the Contract work.

1.23.4 MIL SPECIFICATIONS – The Military Specifications and Standard, and indices thereto, that are prepared and issued by the Department of Defense.

1.24. **Milestone** – A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.25. **Notice of Award** – The written notice by Owner to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.

1.26. **Notice to Proceed** – A written notice given by Owner to Contractor (with a copy to Engineer) fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

1.26.1 FDOT – The Florida State Department of Transportation. When used to designate a person, FDOT shall mean the commissioner or his duly authorized representative.

1.27. **Owner** – The public body or authority, corporation, association, firm, or person with whom Contractor has entered into the Agreement and for whom the Work is to be provided.

1.28. **Partial Utilization** – Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

1.28.1 PAVEMENT – The combined surface course, base course, and subbase course, if any, considered as a single unit.

1.28.2 PAYMENT BOND – The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

1.29. **PCBs** – Polychlorinated biphenyls.

1.29.1 PERFORMANCE BOND – The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

1.30. **Petroleum** – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

1.30.1 PLANS – The official drawings or exact reproductions which show the location, character, dimensions, and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

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

1.31.1 PROPOSAL – (See Bid).

1.32. **Radioactive Material** – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

1.33. **Resident Project Representative** - The authorized representative of Engineer who may be assigned to the site or any part thereof.

1.33.1 RUNWAY – The area on the airport prepared for the landing and takeoff of aircraft.

1.34. **Samples** – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.35. **Shop Drawings** – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

1.35.1 SPECIAL PROVISIONS – The specific clauses setting forth conditions or requirements peculiar to the project under consideration, covering work or materials involved in the proposal and estimate, which are not thoroughly or satisfactorily stipulated in these specifications.

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

1.36.1 SPONSOR – For AIP Contracts, the term Sponsor shall have the meaning as the term Owner.

1.36.2 STRUCTURES – Airport facilities such as bridges; culverts; catch basins; inlets; retaining walls; cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

1.37. **Subcontractor** – An individual, firm, or corporation having a direct contract with Contractor or with any other Subcontractor for performance of a part of the Work at the site.

1.37.1 SUBGRADE – The soil which forms the pavement foundation.

1.37.2 SUPERINTENDENT – The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instruction from the Engineer, and who shall supervise and direct the construction.

1.38. **Substantial Completion** – The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by Engineer's written recommendation of final payment in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

1.38.1 SUPPLEMENTAL AGREEMENT – A written agreement between the Contractor and the Owner covering: (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

1.39. **Supplementary Conditions** – The part of the Contract Documents which amends or supplements these General Conditions.

1.40. **Supplier** – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

1.40.1 SURETY – The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor.

1.40.2 TAXIWAY – For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.

1.41. **Underground Facilities** – All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone, or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.42. **Unit Price Work** – Work to be paid for on the basis of unit prices.

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

1.44 **Work Change Directive** - A written directive to Contractor, issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 10.2.

1.44.1 WORKING DAY – A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the Contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

1.44.2 WORK PERIOD – A work period shall consist of any designated block of time on which the normal working forces of the Contractor may proceed with regular work for at least 5 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, work occurring on any day, regardless of it being a weekend or holiday, which requires an Inspector, will be considered a work period. Work periods are limited to between 7:00 a.m. and 5:00 p.m. local time Monday through Friday. Weekend work will not be permitted unless contractor obtains written permission from Owner.

1.45. **Written Amendment** – A written amendment of the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 2 – PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When Contractor delivers the executed Agreements to Owner, Contractor shall also deliver to Owner such Bonds as Contractor may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. Owner shall furnish to Contractor up to five copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Times; Notice to Proceed:

2.3. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. In no event will the Contract Time commence to run later than the *one hundred twentieth (120th)* day after the day of Bid opening or the *ninetieth (90th)* day after the Effective Date of the Agreement, whichever date is earlier.

Starting the Work:

2.4. Contractor shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

Before Starting Construction:

2.5. Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby; however, Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless Contractor knew or reasonably should have known thereof.

2.6. Within ten days after the Construction Notice to Proceed contractor shall submit to Engineer for review:

2.6.1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2.6.2. a preliminary schedule of Shop Drawings and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;

2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include and appropriate amount of overhead and profit applicable to each item of Work.

2.7. Before any Work at the site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with paragraphs 5.4, 5.6, and 5.7.

Preconstruction Conference:
2.8. Before any Work at the site is started, a conference attended by Contractor, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.6, procedures for handling Shop Drawings, and other submittals, processing Applications for Payment and maintaining required records.

Initially Acceptable Schedules:
2.9. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with paragraph 2.6. Contractor shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until the schedules are submitted to and acceptable to Engineer as provided below. The progress schedule will be acceptable to Engineer as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on Engineer responsibility for the sequencing, scheduling, or progress of Work nor interfere with or relieve Contractor from Contractor's full responsibility therefore, Contractor's schedule of Shop Drawing and Sample submissions will be acceptable to Engineer as providing a workable arrangement for reviewing and processing the required submittals. Contractor's schedule of values will be acceptable to Engineer as to form and substance.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Intent:
3.1. The Contract Documents comprise the entire agreement between Owner and Contractor concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases, which have a well-known technical or construction industry or trade meaning are used to describe Work, materials, or equipment, such words or phrases shall be interpreted in accordance with the meaning. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in paragraph 9.4.

3.3. **Reference to Standards and Specifications of Technical Societies: Reporting and Resolving Discrepancies:**

3.3.1. Reference to standards, specifications, manuals or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

3.3.2. If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any Supplier referred to in paragraph 6.5., Contractor shall report it to Engineer in writing at once, and, Contractor shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.23) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provide, however, that Contractor shall not be liable to Owner or Engineer for failure to report any such conflict, error, ambiguity or discrepancy unless Contractor knew or reasonably should have known thereof.

3.3.3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

3.3.3.1. the provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents): or

3.3.3.2. the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, Engineer, or any of Engineer's Consultants, agents, or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.13 or any other provision of the Contract Documents.

3.3.4. Whenever the plans or specifications are in conflict, resolution of such conflict shall be in the following order of precedence subject to agreement by Engineer:

Contract Agreement
Addenda, with those of later date having precedence over those of earlier dates
Bidding Documents
Supplementary Conditions
General Conditions
Construction Drawings
Technical Specifications
FAA General Provisions
Florida DOT Standard Specifications

In case of our inconsistency within the Contract Drawings, the order of procedure is as follows:

Schedules
Specific Details
Typical Details
Construction Drawings

3.4. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable,"

"acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13 or any other provision of the Contract Documents.

Amending and Supplementing Contract Documents:

3.5. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.5.1. a formal Written Amendment.

3.5.2. a Change Order (pursuant to paragraph 10.4) or

3.5.3. a Work Change Directive (pursuant to paragraph 10.1).

3.6. In addition, the requirements of the Contract Documents may be supplemented, and minor variations, and deviations of the Work may be authorized, in one or more of the following ways:

3.6.1. a Field Order (pursuant to paragraph 9.5).

3.6.2. Engineer's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.26 and 6.27), or

3.6.3. Engineer's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:
3.7. Contractor and any Subcontractor or Suppler or other person or organization performing or furnishing any of the Work under a direct or indirect contract with Owner (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's Consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

ARTICLE 4 – AVAILABILITY OF LANDS: SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands:
4.1.Owner shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Upon reasonable written request, Owner shall furnish Contractor with a correct statement of record legal title and legal description of the lands upon which the Work it to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands in accordance with applicable Laws and Regulations. Owner shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which Contractor will have to comply in

performing the Work. Easements for permanent structures or permanent in existing facilities will be obtained and paid for by Owner, unless otherwise provided in the Contract Documents. If Contractor and Owner are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in Owner's furnishing these lands, rights-of-way or easements. Contractor may make a claim therefore as provided in Articles 11 and 12. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2. SubSurface and Physical Conditions:

4.2.1. **Reports and Drawings:** Reference is made to the *Information Available to Bidders* for identification of:

4.2.1.1. **Subsurface Conditions:** Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by Engineer in preparing the Contract Documents; and

4.2.1.2. **Physical Conditions:** Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by Engineer in preparing the Contract Documents.

4.2.2. **Limited Reliance by Contractor Authorized; Technical Data:** Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the *Information Available to Bidders*. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner, Engineer, or any of Engineer's Consultants with respect to:

4.2.2.1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto, or

4.2.2.2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, or

4.2.2.3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions, or information.

4.2.3. **Notice of Differing Subsurface or Physical Conditions:** If Contractor believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

4.2.3.1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2. is of such a nature as to require a change in the Contract Documents, or

4.2.3.3. differs materially from that shown or indicated in the Contract Documents, or

4.2.3.4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as

permitted by paragraph 6.23), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.2.4. **Engineer's Review:** Engineer will promptly review the pertinent conditions, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

4.2.5. **Possible Contract Documents Change:** If Engineer concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3., a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

4.2.6. **Possible Price and Times Adjustments:** An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes an increase or decrease in Contractor's cost of, or time required for performance of the Work; subject, however, to the following:

4.2.6.1. such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.4. inclusive;

4.2.6.2. a change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment:

4.2.6.3. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract price will be subject to the provisions of paragraphs 9.10 and 11.9; and

4.2.6.4. Contractor shall not be entitled to any adjustment in the Contract Price or Times if;

4.2.6.4.1. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner in respect of Contract Price and Contract Times by the submission of a bid or becoming bound under a contract: or

4.2.6.4.2. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

4.2.6.4.3. Contractor failed to give the written notice within the time and as required by paragraph 4.2.3.

If Owner and Contractor are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefore as provided in Articles 11 and 12. However, Owner, Engineer, and Engineer's Consultants shall not be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

4.3. Physical Conditions – Underground Facilities:

4.3.1. **Shown or Indicated:** The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the *Information Available to Bidders*:

4.3.1.1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

4.3.1.2. The cost of all of the following will be included in the Contract Price and Contractor shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work.

4.3.2. **Not Shown or Indicated:** If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents. Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.23), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document such consequences. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Times, Contractor may make a claim, therefore, as provided in Articles 11 and 12. However, Owner, Engineer, and Engineer's Consultants shall not be liable to Contractor for any claims, costs, losses or damages incurred or sustained by Contractor on or in connection with any other project or anticipated project.

Reference Points:

4.4. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of Owner, Contractor shall report to Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

4.5. Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material:

4.5.1. Owner shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. Owner shall not be

responsible for any such materials brought to the site by Contractor, Subcontractor, Suppliers, or anyone else for whom Contractor is responsible.

4.5.2. Contractor shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify Owner and Engineer (and thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such hazardous condition to take corrective action, if any. Contractor shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after Owner has obtained any required permits related thereto and delivered to Contractor special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by Contractor to be resumed, either party may make a claim therefore as provided in Articles 11 and 12.

4.5.3. If after receipt of such special written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefore as provided in Articles 11 and 12. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

4.5.4. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, Engineer, Engineer's Consultants and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this subparagraph 4.5.4. shall obligate Owner to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

4.5.5. The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

ARTICLE 5 – BONDS AND INSURANCE

Performance, Payment, and Other Bonds:

5.1. Contractor shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff. Bureau of Government Financial Operations, U.S.

Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

5.2. If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1. Contractor shall within ten days thereafter substitute another bond and surety, both of which must be acceptable to Owner.

5.3. Licensed Sureties and Insurers; Certificates of Insurance:

5.3.1. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.3.2. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain in accordance with paragraph 5.4.

Contractor's Liability Insurance:

5.4. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

5.4.1. claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.4.2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

5.4.3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

5.4.4. claims for damages insured by customary personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or by any other person for any other reason;

5.4.5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

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

The policies of insurance so required by this paragraph 5.4 to be purchased and maintained shall:

5.4.7. with respect to insurance required by paragraphs 5.4.3 through 5.4.6 inclusive, include as additional insureds Owner, Engineer, Engineer's Consultants and any other persons or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds;

5.4.8. include the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

5.4.9 *be provided in not less than the amounts established in the Insurance Requirements section of the bidding documents (pages INS-1 to INS-3);*

5.4.10. include contractual liability insurance covering Contractor's indemnity obligations under paragraphs 6.12, 6.16, and 6.31 through 6.33;

5.4.11. contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to paragraph 5.3.2 will so provide);

5.4.12. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing or replacing **defective** Work in accordance with paragraph 13.12; and

5.4.13. with respect to completed operations insurance, and any insurance coverage written on an occurrence basis, remain in effect for at least two years after final payment (and Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter).

Owner's Liability Insurance:

5.5. In addition to the insurance required to be provided by Contractor under paragraph 5.4, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents. Any liability insurance carried by Owner is excess and non-contributory to any and all other coverage whether collectable or not.

Property Insurance:

5.6 Contractor shall purchase and maintain property insurance upon the Work at the site in amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall:

5.6.1 include the interests of Owner, Contractor, Subcontractors, Engineer, Engineer's Consultants and any other persons or entities identified in the Supplementary Conditions each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

5.6.2 include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

5.6.3 Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer; and

5.6.4 be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

5.7. NOT USED

5.8. NOT USED

5.9. Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor, Subcontractors or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount, will be borne by Contractor, Subcontractor, or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.10. NOT USED

5.11. NOT USED

Receipt and Application of Insurance Proceeds:

5.12. Any insureds loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. Owner shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.13. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

Acceptance of Bonds and Insurance; Option to Replace:

5.14. If either party (Owner or Contractor) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.7. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not

purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization – Property Insurance:

5.15. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. Contractor shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but Contractor shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.

6.2. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to Owner and Engineer except under extraordinary circum- stances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3. Contractor shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without Owner's written consent given after prior written notice to Engineer.

6.4. Unless otherwise specified in the General Requirements, Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other

facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

Progress Schedule:

6.6. Contractor shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

6.6.1. Contractor shall submit to Engineer for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.6.2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 12.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.7. Substitutes and "Or-Equal" Items:

6.7.1. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be accepted by Engineer under the following circumstances:

6.7.1.1. "Or-Equal": If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

6.7.1.2. Substitute Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under subparagraph 6.7.1.1, it will be considered a proposed substitute item. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. The procedure for review by the Engineer will include the following as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall first make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that

specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish additional data about the proposed substitute.

6.7.1.3. Contractor's Expense: All data to be provided by Contractor in support of any proposed "or-equal" or substitute item will be at Contractor's expense.

6.7.2. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in an expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by Engineer will be similar to that provided in subparagraph 6.7.1.2.

6.7.3. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.7.1.2 and 6.7.2. Engineer will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. Engineer will record time required by Engineer and Engineer's Consultants in evaluating substitutes proposed or submitted by Contractor pursuant to paragraphs 6.7.1.2 and 6.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) occasioned thereby. Whether or not Engineer accepts a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the changes of Engineer and Engineer's Consultants for evaluating each such proposed substitute item.

6.8. Concerning Subcontractors, Suppliers and Others:

The Contractor shall submit a list of Subcontractors and major Material Suppliers for the Owner's approval within (24) hours after Bid Opening. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualifications from each such Subcontractor, person and organization requested by Owner. If Owner, after due investigation has reasonable objections to any proposed Subcontractor, other person or organization, the Owner may before giving the Notice of Award request the apparent successful Bidder to submit an acceptable Subcontractor without an increase in Bid Price. If the apparent successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any

Subcontractor, other person or organization so listed and to whom Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner.

6.8.1. Contractor shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to Owner and Engineer as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials or equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Engineer, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be adjusted by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject **defective** Work.

6.9.1. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other person or organization any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.9.2. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Contractor shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the Engineer through Contractor.

6.10. The divisions and sections of the Specifications and the identifications of any drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11. All Work performed by Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.6. or 5.7. the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, Engineer's Consultants and all other additional insureds for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and

any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

Patent Fees and Royalties:

6.12. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

Permits:

6.13. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Contractor shall pay all charges of utility owners for connections to the Work, and Owner shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

6.14 Laws and Regulations:

6.14.1. Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

6.14.2. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom: however, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor or Contractor's obligations under paragraph 3.3.2.

Taxes:

6.15. Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

Use of Premises:

6.16. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, Engineer's Consultant and anyone directly or indirectly employed by any of them from and against all claims costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

6.17. During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the site clean and ready for occupancy by Owner at Substantial Completion of the Work. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

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

Record Documents:

6.19. Contractor shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to Engineer for Owner.

Safety and Protection:

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

6.20.1. all persons on the Work site or who may be affected by the Work;

6.20.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

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

Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury of loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2. or 6.20.3. caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or Engineer's Consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with paragraph 14.13. that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

Safety Representative:

6.21. Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

Hazard Communication Programs:

6.22. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Laws or Regulations.

Emergencies:

6.23. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Owner or Engineer, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

6.24. Shop Drawings and Samples:

6.24.1. Contractor shall submit Shop Drawings to Engineer for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9.). All submittals will be identified as Engineer may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified

performance and design criteria, materials and similar data to shown Engineer the materials and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by paragraph 6.26.

6.24.2. Contractor shall also submit Samples to Engineer for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as Engineer may require to enable Engineer to review the submittal for the limited purposes required by paragraph 6.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

6.25. Submittal Procedures:

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

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

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

6.25.1.3. all information relative to Contractor's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

Contractor shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

6.25.2 Each submittal will bear a stamp or specific written indication that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

6.25.3. At the time of each submission, Contractor shall give Engineer specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to Engineer for review and approval of each such variation.

6.26. Engineer will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by Engineer as required by paragraph 2.9. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer's review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.27. Engineer's review and approval of Shop Drawings or Samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Engineer's attention to each such variation at the time of submission as required by paragraph 6.25.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying Shop Drawing or Sample approval; nor will any approval by Engineer relieve Contractor from responsibility for complying with the requirements of paragraph 6.25.1.

6.28. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by Engineer as required by paragraph 2.9, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

Continuing the Work:

6.29. Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as Owner and Contractor may otherwise agree in writing.

6.30. Contractor's General Warranty and Guarantee:

6.30.1. Contractor warrants and guarantees to Owner, Engineer and Engineer's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

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

6.30.1.2. normal wear and tear under normal usage.

6.30.2. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

6.30.2.1. observations by Engineer;

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

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

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

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

6.30.2.6. any review and approval of Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer pursuant to paragraph 14.13;

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

6.30.2.8. any correction of **defective** Work by Owner.

Indemnification:

6.31. To the fullest extent permitted by Laws and Regulations. Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

6.32. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.33. The indemnification obligations of Contractor under paragraph 6.31 shall not extend to the liability of Engineer and Engineer's Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

Survival of Obligations:

6.34. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

ARTICLE 7 – OTHER WORK

Related Work at Site:

7.1. Owner may perform other work related to the Project at the site by Owner's own forces, or let other direct contracts therefore which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then; (i) written notice thereof will be given to Contractor prior to starting any such other work, and (ii) Contractor may make a claim therefore as provided in Articles 11 and 12 if Contractor believes that such performance will involve additional expense to Contractor or requires additional time and the parties are unable to agree as to the amount or extent thereof.

7.2. Contractor shall afford each other contractor who is a party to such a direct contract and each utility owner (and Owner if Owner is performing the additional work with Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents. Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

7.3. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7. Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure so to report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent or non-apparent defects and deficiencies in such other work.

Coordination:

7.4. If Owner contracts with others for the performance of other work on the Project at the site, the following will be set forth in Supplementary Conditions:

7.4.1. the person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

7.4.2. the specific matters to be covered by such authority and responsibility will be itemized: and

7.4.3. the extent of such authority and responsibilities will be provided.

Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility in respect of such coordination.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.1. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.2. In case of termination of the employment of Engineer, Owner shall appoint an engineer, whose status under the Contract Documents shall be that of the former Engineer.

8.3. Owner shall furnish the data required of Owner under the Contract Documents promptly and shall make payments to Contractor promptly when they are due as provided in paragraphs 14.4 and 14.13.

8.4. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions at the

site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by Engineer in preparing the Contract Documents.

8.5. Owner's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.10.

8.6. Owner is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7. Owner's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8. In connection with Owner's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with Owner's right to terminate services of Contractor under certain circumstances.

8.9. The Owner shall not supervise, direct or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

8.10. Owner's responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

8.11. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

Owner's Representative:

9.1. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of Owner and Engineer.

Visits to Site:

9.2. Engineer will make visits to the site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer will endeavor for the benefit of Owner to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work. Engineer's visits and on-site observations are subject to all the limitations on Engineer's authority and responsibility set forth in paragraph 9.13, and particularly, but without limitation,

during or as a result of Engineer's on-site visits or observations of Contractor's Work Engineer will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

Project Representative:

9.3. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.13 and in the Supplementary Conditions. If Owner designates another representative or agent to represent Owner at the site who is not Engineer's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be as provided in the Supplementary Conditions.

9.3.1 Engineer may furnish a Resident Project Representative, assistants and other field staff as needed, to assist Owner in observing performance of the Work. The Resident Project Representative is to observe and inspect, in the Owner's interest, the materials furnished and the work done as the work progresses in order to insure full and complete compliance with the contract and to verify quantities of work completed.

9.3.2 Owner may also designate one of its employees to represent Owner for these purposes.

9.3.3 Engineer, Resident Project Representative, Owner and all such other persons referred to shall have unrestricted access to all parts of the Work. Contractor shall cooperate by supplying necessary facilities and assistance required by above persons to carry out their work of observation and inspection.

9.3.4 It is not the function of the Engineer, Resident Project Representative or Owner to supervise or direct the manner in which the work to be done under this Contract is carried on or conducted. The Engineer, Resident Project Representative or Owner is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and they will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. Nevertheless, Contractor agrees that any method or procedure, which in the opinion of the Engineer or Owner does not achieve the required results or quality of the work specified, shall be discontinued immediately upon the order of the Engineer.

9.3.5 All communications between Contractor and Engineer or Contractor and Owner are to be through the Owner's Project Representative (RPR).

9.3.6 Duties and Responsibilities of Resident Project Representative (RPR):

1) RPR will act as directed by and under the supervision of Engineer and/or Owner, and will confer with Engineer and Owner regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.

2) Review progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Engineer and Owner concerning acceptability.

3) Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4) Serve as Engineer's and Owner's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

5) Advise Engineer, Owner and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.

6) Conduct on-site observations of the Work in progress to assist Engineer and Owner in determining if the Work is in general proceeding in accordance with the Contract Documents. Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer and Owner of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

7) Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

8) Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer and/or Owner.

9) Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

10) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or Changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer and Owner.

11) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

12) Furnish Engineer and Owner periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

13) Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer and Owner Change Orders, Work Directive Changes, and Field Orders.

14) Report immediately to Engineer and Owner upon the occurrence of any accident.

15) Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

16) During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.
17) Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

18) Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.

19) Observe that all items on final list have been completed or corrected and make recommendations to Engineer and Owner concerning acceptance.

9.3.7 Limitations of Authority of Resident Project Representative (RPR):

1) Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Engineer or Owner.

2) Shall not exceed limitations of Engineer's authority as set forth in the Contract Documents.

3) Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.

4) Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5) Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

6) Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.

9.3.8 The Engineer and or Owner shall have the authority to reject any work, or materials, or any part thereof, which does not in his opinion conform to the plans, drawings, specifications and contract, and it shall be permissible for him to do so at any time during the progress of the work and until its acceptance.

No material of any kind shall be used upon the work until it has been inspected and accepted by the Engineer. All materials rejected shall be removed immediately from the work and not again offered for inspection. Any materials or workmanship found at any time to be defective or not of the quality or character required by the plans and specifications shall be remedied at once regardless of previous inspection.

Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the plans and specifications and work not so constructed shall be removed and made

good by the Contractor at his own expense, and free from all expense to the Owner whenever so ordered by the Owner without reference to any previous oversight or error in inspection.

Clarifications and Interpretations:

9.4. Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on Owner and Contractor. If Owner or Contractor believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, Owner or Contractor may make a written claim therefore as provided in Article 11 or Article 12.

Authorized Variations in Work:

9.5. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, Owner or Contractor may make a written claim therefore as provided in Article 11 or 12.

Rejecting Defective Work:

9.6. Engineer will have authority to disapprove or reject Work which Engineer believes to be defective, or that Engineer believes will not produce a complete Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7. In connection with Engineer's authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.

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

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

Determinations for Unit Prices:

9.10. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding upon Owner and Contractor, unless, within ten days after the date of any such decision, either Owner or Contractor delivers to the other and to Engineer written notice of intention to appeal from Engineer's decision and, a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights

or remedies as the appealing party may have with respect to Engineer's decision, unless otherwise agreed in writing by Owner and Contractor. Such appeal will not be subject to procedures of paragraph 9.11.

Decisions on Disputes:

9.11. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within sixty days after the start of such occurrence or event unless Engineer allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to Engineer and the claimant within thirty days after receipt of the claimant's last submittal (unless Engineer allows additional time). Engineer will render a formal decision in writing within thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. Engineer's written decision on such claim, dispute or other matter will be final and binding upon Owner and Contractor unless: a written notice of intention to appeal from Engineer's written decision is delivered by Owner or Contractor to the other and to Engineer within thirty days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty days of the date of such decision, unless otherwise agreed in writing by Owner and Contractor.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant to paragraphs 9.10 or 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.15) will be a condition precedent to any exercise by Owner or Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

9.13. Limitations on Engineer's Authority and Responsibilities:

9.13.1. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by Engineer shall create, impose or give rise to any duty owed by Engineer to Contractor, any Subcontractor, and Supplier, any other person or organization, or to any surety for employee or agent of any of them.

9.13.2. Engineer will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work. Engineer will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

9.13.3. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9.13.4. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests, and approvals and Other documentation required to be delivered by paragraph 4.12 will only be to determine generally that their content complies with the requirements of, and in the case of, certificates of inspections, tests and approvals that the results certified indicate compliance with the Contracted Documents.

9.13.5. the limitations upon authority and responsibility set forth in this paragraph 9.13 shall also apply to Engineer's Consultants, Resident Project Representative and assistants.

ARTICLE 10 – CHANGES IN THE WORK

10.1. Without invalidating the Agreement and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. If Owner and Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefore as provided in Article 11 or Article 12.

10.3. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 6.23 or in the case of uncovering Work as provided in paragraph 13.9.

10.4. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

10.4.1. changes in the Work which are (i) ordered by Owner pursuant to paragraph 10.1, (ii) required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or (iii) agreed to by the parties;

10.4.2. changes in the Contract Price or Contract Times which are agreed to by the parties; and

10.4.3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to paragraph 9.11;

Provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of

any Bond to be given to a surety, the giving of any such notice will be Contractor's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11 – CHANGE OF CONTRACT PRICE

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

11.2. The Contract Price may only be changed by a Change Order. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to Engineer promptly (but in no event later than ten days) after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty days after the start of such occurrence or event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by Engineer in accordance with paragraph 9.11 if Owner and Contractor cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3 The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

11.3.1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1. through 11.9.3. inclusive);

11.3.2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2):

11.3.3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work Covered by a Change Order:

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

11.4.1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include without limitation superintendents, foremen and other personnel employed full-time at the site. Payroll costs for employees not employed full-time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll

taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by Owner.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

11.4.3. Payments made by Contractor to the Subcontractors for Work performed or furnished by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner who will then determine, with the advice of Engineer, which bids, if any, will be accepted. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in paragraphs 11.4, 11.5, 11.6 and 11.7. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

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

11.4.5. Supplemental costs including the following:

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

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

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof – all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, consumer, use or similar taxes related to the work, and for which Contractor is liable, imposed by Laws and Regulations.

11.4.5.5. Deposits lost for causes other than negligence of Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by Owner in accordance with paragraph 5.9), provided they have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, Contractor is placed in charge thereof, Contractor shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

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

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

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

11.5. The term Cost of the Work Covered by a Change Order shall not include any of the following:

11.5.1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4 – all of which are to be considered administrative costs covered by the Contractor's fee.

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

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

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

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

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

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

11.6.1. a mutually acceptable fixed fee; or

11.6.2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1. for costs incurred under paragraphs 11.4.1 and 11.4.2, the Contractor's fee shall be ten percent;

11.6.2.2. for costs incurred under paragraph 11.4.3, the Contractor's fee shall be five percent.

11.6.2.3. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs 11.4.1, 11.4.2, 11.4.3 and 11.6.2 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of ten percent of the costs incurred by such Subcontractor under paragraphs 11.4.1 and 11.4.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor:

11.6.2.4. no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.5. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

11.6.2.6. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.5, inclusive.

11.7. Whenever the cost of any work is to be determined pursuant to paragraphs 11.4 and 11.5, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to Engineer an itemized cost breakdown together with supporting data.

Cash Allowances:

11.8. NOT USED

11.9. Unit Price Work:

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer in accordance with paragraph 9.10.

11.9.2. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

11.9.3. Owner or Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 11 if:

11.9.3.1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

11.9.3.2. there is no corresponding adjustment with respect to any other item of Work; and

11.9.3.3. if Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT TIMES

12.1. The Contract Times (or Milestones) may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to Engineer promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Times (or Milestones) shall be determined by Engineer in accordance with paragraph 9.11 if Owner and Contractor cannot otherwise agree. No claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. All time limits stated in the Contract Documents are of the essence of the Agreement.

12.3. Where Contractor is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of Contractor, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefore as provided in paragraph 12.1. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

12.4. Where Contractor is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both Owner and Contractor, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be Contractor's sole and exclusive remedy for such delay. In no event shall Owner be liable to Contractor, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of Contractor, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

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

13.1. **Notice of Defects:** Prompt notice of all defective Work of which Owner or Engineer have actual knowledge will be given to Contractor. All defective Work may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. Owner, Engineer, Engineer's Consultants, other representatives and personnel of Owner, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith as applicable.

Tests and Inspections:

13.3. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

13.4. Contractor shall employ and pay for services of an independent testing laboratory to perform all Quality Control inspections, test or approvals required by the contract documents. Contractor shall allow the Engineer access to all work done in the project for Acceptance Testing by the owner. This testing will be in addition to Quality Control Testing required by the Contractor. Owner shall arrange and pay all costs associated with Acceptance Testing done by an independent testing laboratory of the Owners choosing except:

13.4.1. for inspections, tests or approvals covered by paragraph 13.5 below.

13.4.2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 below shall be paid as provided in said paragraph 13.9; and

13.4.3. as otherwise specifically provided in the Contract Documents.

13.4.4 Owner shall perform the following test as part of quality assurance / acceptance testing:

Specification	Testing
02210	In-place field density – ASTM D 1556, ASTM D 1557, ASTM D 2167
02240	In place field density – ASTM D 1556, LBR testing
02232	In place field density – ASTM D 1556 or ASTM D 2167
02514	Making and Curing Concrete Test Specimens – ASTM C 31, Test for Flexural Strength of Concrete – ASTM C 78

All other required testing is to be completed by the contractor as part of the contractor's quality control procedures and submittals. This section shall take precedence over all other sections that describe testing requirements.

13.5. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection, or approval. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Quality Control Testing of materials and

equipment shall be the responsibility of the Contractor who shall pay all costs associated with the required testing. Contractor shall provide the Engineer adequate advance notice of intended tests to allow the Engineer to be present during the Testing.

13.6. If any Work (or the work of others) that is to be inspected, tested or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

13.7. Uncovering Work as provided in paragraph 13.6 shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
13.9. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others; and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 11. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent therefore, Contractor may make a claim therefore as provided in Articles 11 and 12.

Owner May Stop the Work:

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

Correction or Removal of Defective Work:

13.11. If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.12. Correction Period:

13.12.1. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the

Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instruction: (i) correct such defective Work, or, if it has been rejected by Owner, remove it from the site and replace it with Work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor does not promptly comply with the terms of such instructions, or in any emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

13.12.2. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

13.12.3. Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 13.12, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, also Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a claim therefore as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

Owner May Correct Defective Work:

13.14. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with paragraph 13.11, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days' written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph Owner shall proceed expeditiously. In connection with such corrective and remedial action, Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representative, agents and employees, Owner's other contractors and Engineer and Engineer's Consultants access to the site to enable Owner to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by Owner in exercising such rights and remedies will be charged against Contractor and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a claim therefore as provided in Article 11. Such claims, costs, losses and damages will include but not be limited to all costs of

repair or replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment:

14.2. At least ten days before the date established for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

Contractor's Warranty of Title:

14.3. Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

14.4. Engineer will, within *fifteen (15)* days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. *Thirty (30)* days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by Owner to Contractor.

14.5. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's on-site observations of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

14.5.1. the Work has progressed to the point indicated.

14.5.2. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation), and

14.5.3. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

However, by recommending any such payment Engineer will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

14.6. Engineer's recommendation of any payment, including final payment, shall not mean that Engineer is responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of Contractor to perform or furnish Work in accordance with the Contract Documents.

14.7. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner referred to in paragraph 14.5. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

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

14.7.2. the Contract Price has been reduced by Written Amendment or Change Order.

14.7.3. Owner has been required to correct defective Work or complete Work in accordance with paragraph 13.14. or

14.7.4. Engineer has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.4 inclusive.

Owner may refuse to make payment of the full amount recommended by Engineer because:

14.7.5. claims have been made against Owner on account of Contractors performance or furnishing of the Work.

14.7.6. Liens have been filed in connection with the Work, except where Contractor has delivered a specific Bond satisfactory to Owner to secure the satisfaction and discharge of such Liens,

14.7.7. there are other items entitling Owner to a set-off against the amount recommended, or

14.7.8. Owner has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.7.1 through 14.7.3 or paragraphs 15.2.1 through 15.2.4 inclusive;

but Owner must give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

Substantial Completion:

14.8. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, Owner, Contractor and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefore. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner. At the time of delivery of the tentative certificate of Substantial Completion Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

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

Partial Utilization:

14.10. Use by Owner at Owner's option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) Owner, Engineer and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1. Owner at any time may request Contractor in writing to permit Owner to use any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially

complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, Owner, Contractor and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

Owner may at any time request Contractor in writing to permit Owner to take over operation of any such part of the work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list if items to be completed or corrected and will deliver such lists to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

Final Inspection:

14.11. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or **defective.** Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

Final Application for Payment:

14.12. After Contractor has completed all such corrections to the satisfaction of Engineer and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by paragraph 5.4, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents, Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by:

(i) consent of the surety, if any, to final payment.

(ii) complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor

or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

(iii) certification from surety that payment and performance bond shall remain in effect one (1) year following final payment.

(iv) contractor's advertisement of completion – advertisement for a period of four (4) successive weeks in the newspaper or largest circulation published within the county where the work is performed.

(v) certification from insurance company that any insurance coverage written on a claims-madebasis, remain in effect for at least two (2) years following final payment.

Final Payment and Acceptance:

14.13. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of paragraph 14.15 Otherwise, Engineer will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. Thirty days after the presentation to Owner of the Application and accompanying documentation, in appropriate form and substance and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by Owner to Contractor

14.14. If, through no fault of Contractor, final completion of the Work is significantly delayed and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Waiver of Claims:

14.15. The making and acceptance of final payment will constitute:

14.15.1. a waiver of all claims by Owner against Contractor, except claims arising from unsettled Liens, from **defective** Work appearing after final inspection pursuant to paragraph 14.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

14.15.12.a waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes an approved claim therefore as provided in Articles 11 and 12.

Owner May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. if Contractor persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 6.6);

15.2.2. if Contractor disregards Laws or Regulations of any public body having jurisdiction;

15.2.3. if Contractor disregards the authority of Engineer; or

15.2.4. if Contractor otherwise violates in any substantial way any provisions of the Contract Documents;

15.2.5 if Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.6 if a petition is filed against Contractor under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

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

15.2.8 if a trustee, receiver, custodian, or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;

15.2.9 if Contractor admits in writing an inability to pay its debts generally as they become due.

Owner may, after giving Contractor (and the surety, if any,) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of Contractor, exclude Contractor from the site and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery

at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by Owner arising out of or resulting from completing the Work such excess will be paid to Contractor. If such claims, costs, losses and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and when so approved by Engineer incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the Work performed.

15.3. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

15.4. Upon seven days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Agreement. In such case, Contractor shall be paid (without duplication of any items):

15.4.1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

15.4.2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

15.4.3. for all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and other; and

15.4.4. for reasonable expenses directly attributable to termination.

Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

Contractor May Stop Work or Terminate:

15.5. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety days by Owner or under an order of court or other public authority, or Engineer fails to act on any Application for Payment within thirty days after it is submitted or Owner fails for thirty days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Agreement and recover from Owner payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within thirty days after it is submitted, or Owner has failed for thirty days to pay Contractor any sum finally determined to be due, Contractor may upon seven day's written notice to Owner and Engineer stop the Work until payment of all such amounts due Contractor, including interest thereon. The provisions of this paragraph 15.5 are not intended to preclude Contractor from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping Work

as permitted by this paragraph.

ARTICLE 17 – MISCELLANEOUS

Giving Notice:

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

17.2 Computation of Times:

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

17.2.2. A calendar day of twenty-four (24) hours measured from midnight to the next midnight will constitute a day.

Notice of Claim:

17.3. Should Owner or Contractor suffer injury or damage to person or property because of any error, omission or act of the other part or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

Cumulative Remedies:

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by paragraphs 6.12, 6.16, 6.30, 6.31, 6.32, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to Owner and Engineer thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Professional Fees and Court Costs Included:

17.5. Whenever reference is made to "claims, costs, losses and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or other dispute resolution costs.

Labor Records and Schedules:

17.6 The Department of Jurisdiction on such public work shall require all Contractors and

Subcontractors to keep the following records on the site of the public work project on which such Contractors, and Subcontractors are engaged:

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

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

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

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

Wage Schedules:

17.7 Pursuant to Sections 220.3 and 220-d of the Labor Law, each laborer, worker, or mechanic employed by the Contractor, Subcontractor, or other person shall be paid not less than the prevailing rate of wages for a legal day's work and shall be provided supplements not less than the prevailing supplements as determined by the Industrial Commissioner.

The Contractor and every Subcontractor shall post in a prominent and accessible place on the site of the work a legible statement of all wage rates and supplements as specified in the Contract to be paid or provided, as the case may be, for the various classes of mechanics, workers, and laborers employed on the work.

The Owner does not represent or warrant that the accompanying schedule of wage rates and supplements with the classification of workers, mechanics, and laborers, as required by Section 220 of the Labor Law, is complete, and it reserves the right to revise such schedule when required. If any occupation is not mentioned in the schedule of wage rates and supplements it shall be requested from the Industrial Commissioner, by the Contractor through the Engineer and such schedules, shall, upon notice to the Contractor, become and be a part of the wage and supplement schedules embodied in the Contract.

Also included is the Federal Wage Rate Determination. Laborers, workmen, and mechanics employed on the work done in performance of said Contract shall be paid not less than the rate of wages listed thereon for the trade or occupation of such laborer, etc.

GENERAL PROVISIONS

GENERAL PROVISIONS

SECTION 10
DEFINITION OF TERMS

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

10-01 AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHO.

10-02 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

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 AIP. The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

10-05 AIR OPERATIONS AREA. For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-06 AIRPORT. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings and facilities, if any.

10-07 ASTM. The American Society for Testing and Materials.

10-08 AWARD. The acceptance, by the owner, of the successful bidder's proposal.

10-09 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-10 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.

10-11 CALENDAR DAY. Every day shown on the calendar.

10-12 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 the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

10-13 CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans, and any addenda issued to bidders.

10-14 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract.

10-15 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.

10-16 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.

10-17 DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-18 ENGINEER. The individual, partnership, firm, or corporation duly authorized by the owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative. *The following list of independent professional associates and consultants are considered the Engineer's consultant for this Construction Contract:*

AVCON, Inc. 850-678-0050

10-19 EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-20 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 Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-21 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

10-22 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-23 INSPECTOR. An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-24 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the owner.

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.

10-25 LABORATORY. The official testing laboratories of the owner or such other laboratories as may be designated by the Engineer.

10-26 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.

10-27 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 percent of the total amount of the award contract. All other items shall be considered minor contract items.

10-28 MATERIALS. Any substance specified for use in the construction of the contract work.

10-29 NOTICE TO PROCEED. 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.

10-30 OWNER (SPONSOR). The term owner shall mean the party of the first part or the contracting agency signatory to the contract. For AIP contracts, the term sponsor shall have the same meaning as the term owner.

10-31 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-32 PAYMENT BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-33 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-34 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.

10-35 PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-36 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.

10-37 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his/her proposal is accepted by the owner.

10-38 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

10-39 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.

10-40 STRUCTURES. Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-41 SUBGRADE. The soil which forms the pavement foundation.

10-42 SUPERINTENDENT. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-43 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the owner covering: (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

10-44 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the owner by the Contractor.

10-45 TAXIWAY. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.

10-46 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.

10-47 WORKING DAY. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

END OF SECTION 10

GENERAL PROVISIONS (AIP)

SECTION 20
PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (Notice to Bidders). *Bidders shall refer to the Notice to Bidders (as amended) for the time and place for the project Pre-Bid Conference and the time and place for submitting sealed proposals.*

20-02 PREQUALIFICATION OF BIDDERS. Each bidder shall furnish the owner satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the owner satisfactory evidence of his/her financial responsibility. Such 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 Contractor'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 his/her 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 his/her (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 he is prequalified with the State Highway Division and is on the current "bidder's list" of the state in which the proposed work is located. Such evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports hereinbefore specified.

Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the owner at the time of bid opening.

20-03 CONTENTS OF PROPOSAL FORMS. The owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-04 ISSUANCE OF PROPOSAL FORMS. The owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be 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. Contractor default under previous contracts with the owner.

d. 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 hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40 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. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

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

20-07 PREPARATION OF PROPOSAL. The bidder shall submit his/her proposal on the forms furnished by the owner. All blank spaces in the proposal forms 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 for which he proposes to do each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign his/her proposal correctly and in ink. If the proposal is made by an individual, his/her 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 under the laws of which 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 his/her authority to do so and that the signature is binding upon the firm or corporation.

20-08 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 which 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.

The bidder must be a responsible party, i.e. it must have the required financial, managerial, technical, and ethical capacity to perform the contract. A bid that does not conform to all material terms and conditions of the Notice to Bidders that are deemed substantial shall be considered non-responsive.

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.

20-09 BID GUARANTEE. Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the owner.

20-10 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-11 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the owner in writing or by telegram 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.

20-12 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.

20-13 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 the subsection titled ISSUANCE OF PROPOSAL FORMS of this section.

END OF SECTION 20

GENERAL PROVISIONS

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 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 the subsection titled IRREGULAR PROPOSALS of Section 20.

b. If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20.

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.

Award of the contract shall be made by the owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the owner.

No award shall be made until the FAA has concurred in the Owner's recommendation to make such award and has approved the Owner's proposed contract to the extent that such concurrence and approval are required by 49 CFR Part 18.

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 the subsection titled APPROVAL OF CONTRACT of this section.

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 hereinbefore specified in the subsection titled CONSIDERATION OF PROPOSALS of this section. 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 contracts bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section.

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 which 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 such signed contract to the owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

The Contractor and all sub-recipients or subcontractors under this contract shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Failure of the Contractor to carry out the applicable requirements of 49 CFR Part 26 in the award and administration of these requirements is a material breach of this contract, which may result in the termination of this contract.

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 15 calendar day period specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the owner.

END OF SECTION 30

GENERAL PROVISIONS

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 and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the 25 percent limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25 percent limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. 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.

All supplemental agreements shall be approved by the FAA or FDOT, as applicable, and shall include valid wage determinations of the U.S. Secretary of Labor when the amount of the supplemental agreement exceeds $2,000. However, if the Contractor elects to waive the limitations on work that increases or decreases the originally awarded contract or any major contract item by more than 25 percent, the supplemental agreement shall be subject to the same U.S. Secretary of Labor wage determination as was included in the originally awarded contract.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

40-03 OMITTED ITEMS. The Engineer may, in the owner's best interest, omit from the work any contract item, except major contract items. 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 nonperformed, 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 the subsection titled PAYMENT FOR OMITTED ITEMS of Section 90.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called Extra Work. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such 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 Engineer's opinion, is necessary for completion of such extra work.

When determined by the Engineer to be in the owner's best interest, he may order the Contractor to proceed with extra work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90.

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 hereinbefore defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10.

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. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas of the airport with respect to his/her own operations and the operations of all his/her subcontractors as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80. 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 the subsection titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

With respect to his/her own operations and the operations of all his/her 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.

When the contract requires the maintenance of vehicular traffic on 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 such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish erect, and maintain barricades, warning signs, flagmen, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. 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. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his/her own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of aircraft and vehicular traffic as specified in this subsection.

The cost of maintaining the aircraft and vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various contract items.

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 Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, 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 utilized in the work as otherwise provided for in the contract and shall remain the property of the owner when so utilized 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 either embankment or waste, he may at his/her option either:

a. Use such material in another contract item, providing such use is approved by the Engineer 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 Engineer; or

c. Use such material for his/her 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., he shall request the Engineer's approval in advance of such use.

Should the Engineer 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 his/her own 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 his/her use of such material so used in the work or removed from the site.

Should the Engineer 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 his/her 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 CLEANING UP. 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. He 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 such property owner.

END OF SECTION 40

GENERAL PROVISIONS

SECTION 50
CONTROL OF WORK

50-01 AUTHORITY OF THE ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. He shall decide all questions which may arise as to the interpretation of the specifications or plans relating to the work, the fulfillment of the contract on the part of the Contractor, and the rights of different Contractors on the project. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

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 Engineer 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 his/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the owner, he will advise the owner of his/her determination that the affected work be accepted and remain in place. In this event, the Engineer will document his/her determination and recommend to the owner a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his/her opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Engineer 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 Engineer's written orders.

For the purpose of this subsection, 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 Engineer's right to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's prosecution of the work, when, in the Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority to use good engineering judgment in his/her determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

The Engineer should advise the Owner if her/she accepts work that is not in "reasonably close conformity" to the Contract, Plans and Specifications. The Owner will in turn advise the FAA. Change orders or supplemental agreements for AIP contracts must bear the written approval of the FAA.

50-03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. 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 FAA advisory circulars; contract general provisions shall govern over plans, cited standards for materials or testing, and cited FAA advisory circulars; plans shall govern over cited standards for materials or testing and cited FAA advisory circulars. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

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, he shall immediately call upon the Engineer for his/her interpretation and decision, and such decision shall be final.

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with two copies each of the plans and specifications. He shall have available on the work at all times one copy each of the plans and specifications. Additional 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 he shall cooperate with the Engineer and his/her inspectors and with other contractors in every way possible. The Engineer shall allocate he work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his/her 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 Engineer or his/her authorized representative.

50-05 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 his/her work so as 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 his/her contract and shall protect and save harmless the owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project.

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

50-06 CONSTRUCTION LAYOUT AND STAKES. The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either his/her own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or his/her employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

The Contractor will be required to furnish all lines, grades and measurements from the control points necessary for the proper prosecution and control of the work contracted for under these specifications.

The Contractor must give weekly copies of the survey notes to the Engineer so that the Engineer may check them as to accuracy and method of staking. All areas that are staked by the Contractor must be checked by the Engineer prior to beginning any work in the area. The Engineer will make periodic checks of the grades and alignment set by the Contractor. In case of error on the part of the Contractor, or his/her employees, resulting in establishing grades and/or alignment that are not in accordance with the plans or established by the Engineer, all construction not in accordance with the established grades and/or alignment shall be replaced without additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses therewith. The cost thereof shall be included in the price of the bid for the various items of the Contract. Construction Staking and Layout includes but is not limited to:

Clearing and Grubbing perimeter staking.
Rough Grade slope stakes at 100-foot stations.
Drainage Swales slope stakes and flow line blue tops at 50-foot stations.
Subgrade blue tops at 25 foot stations and 25 foot offset distance (max.) for the following section locations:

a. Runway – minimum 5 per station
b. Taxiways – minimum 3 per station
c. Holding apron areas – minimum 3 per station
d. Roadways – minimum 3 per station

Base Course blue tops at 25 foot stations and 25 foot offset distance (max.) for the following section locations:

a. Runway – minimum 5 per station
b. Taxiways – minimum 3 per station
c. Holding apron areas – minimum 3 per station

Pavement areas:

a. Edge of Pavement hubs and tacks (for stringline by Contractor) at 100 foot stations
b. Between Lifts at 25 foot stations for the following section locations:
   (1). Runways – each paving lane width
   (2). Taxiways – each paving lane width
   (3). Holding areas – each paving lane width
c. After finish paving operations at 50 foot stations
   (1). All paved areas – Edge of each paving lane prior to next paving lot
d. Shoulder and safety area blue tops at 50 foot stations and at all break points with maximum of 50 foot offsets

Fence lines at 100 foot stations
Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, VASI's, PAPI's, REIL's, Wind Cones, Distance Markers (signs), pull boxes and manholes.
Drain lines, cut stakes and alignment on 25-foot stations, inlet and manholes.
Painting and Striping layout (pinned with 1.5 inch PK nails) marked for paint Contractor. (All nails shall be removed after painting)
Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet per pass (i.e. paving lane).

NOTE: Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the Engineer without additional cost to the Owner.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the

automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will product results which conform to all other requirements of the contract.

50-08 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the owner are authorized to notify the Contractor or his/her 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 Engineer for his/her decision.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer 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 Engineer 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.

Any work done or materials used without supervision or inspection by an authorized representative of the owner may be ordered removed and replaced at the Contractor's expense unless the owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

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 which does not form to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

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 the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as given, 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 forthwith with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the owner) from any monies due or to become due 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 which 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 shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at his/her own expense.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. This 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 the subsection titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer 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 Engineer's notification, the Engineer 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 deducted from monies due or to become due the Contractor.

50-14 PARTIAL ACCEPTANCE. If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the owner, he may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, he may accept it as being completed, 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 Engineer and owner will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer 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 Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. 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 Engineer 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 him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the Engineer in writing of his/her intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Engineer 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 Engineer 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 his/her written claim to the Engineer 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.

50-17 COST REDUCTION INCENTIVE. The provisions of this subsection will apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

On projects with original contract amounts in excess of $100,000, the Contractor may submit to the Engineer, in writing, proposals for modifying the plans, specifications or other requirements of the contract for the sole purpose of reducing the cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, design and safety standards. This provision shall not apply unless the proposal submitted is specifically identified by the Contractor as being presented for consideration as a value engineering proposal.

Not eligible for cost reduction proposals are changes in the basic design of a pavement type, runway and taxiway lighting, visual aids, hydraulic capacity of drainage facilities, or changes in grade or alignment that reduce the geometric standards of the project.

As a minimum, the following information shall be submitted by the Contractor with each proposal:

a. A description of both existing contract requirements for performing the work and the proposed changes, with a discussion of the comparative advantages and disadvantages of each;

b. An itemization of the contract requirements that must be changed if the proposal is adopted;

c. A detailed estimate of the cost of performing the work under the existing contract and under the proposed changes;

d. A statement of the time by which a change order adopting the proposal must be issued;

e. A statement of the effect adoption of the proposal will have on the time for completion of the contract; and

f. The contract items of work affected by the proposed changes, including any quantity variation attributable to them.

The Contractor may withdraw, in whole or in part, any cost reduction proposal not accepted by the Engineer, within the period specified in the proposal. The provisions of this subsection shall not be construed to require the Engineer to consider any cost reduction proposal which may be submitted.

The Contractor shall continue to perform the work in accordance with the requirements of the contract until a change order incorporating the cost reduction proposal has been issued. If a change order has not been issued by the date upon which the Contractor's cost reduction proposal specifies that a decision should be made, or such other date as the Contractor may subsequently have requested in writing, such cost reduction proposal shall be deemed rejected.

The Engineer shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings from the adoption of all or any part of such proposal. In determining the estimated net savings, the Engineer may disregard the contract bid prices if, in the Engineer's judgment such prices do not represent a fair measure of the value of the work to be performed or deleted.

The owner may require the Contractor to share in the owner's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall acknowledge acceptance of it in writing. Such acceptance shall constitute full authority for the owner to deduct the cost of investigating a cost reduction proposal from amounts payable to the Contractor under the contract.

If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be by a contract change order which shall specifically state that it is executed pursuant to this subsection. Such change order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted and shall include any conditions upon which the Engineer's approval is based. The change order shall also set forth the estimated net savings attributable to the cost reduction proposal. The net savings shall be determined as the difference in costs between the original contract costs for the involved work items and the costs occurring as a result of the proposed change. The change order shall also establish the net savings agreed upon and shall provide for adjustment in the contract price that will divide the net savings equally between the Contractor and the Owner.

The Contractor's 50 percent share of the net savings shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the work.

Acceptance of the cost-reduction proposal and performance of the cost-reduction work shall not extend the time of completion of the contract unless specifically provided for in the contract change order.

END OF SECTION 50

GENERAL PROVISIONS

SECTION 60
CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used on 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 complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Engineer's option, materials may be approved at the source of supply before delivery is stated. 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 conforms to the requirements of cited materials specifications. In addition, where an FAA specification for airport lighting equipment is cited in the plans or specifications, the Contractor shall furnish such equipment that is:

a. Listed in FAA Advisory Circular (AC) 150/5345-1, Approved Airport Equipment, that is in effect on the date of advertisement; and,

b. Produced by the manufacturer qualified (by FAA) to produce such specified and listed equipment.

The following airport lighting equipment is required for this contract and is to be furnished by the Contractor in accordance with the requirements of this subsection:

L-104-1	**Temporary Power & Temporary Airfield Lighting/Signage/Navigational Facilities**
L-108-1	**1/C L-824-Type C Unshielded #8 AWG 5 KV Stranded Copper Cable, Installed in Duct**
L-108-2	**1/C #2 AWG Solid Copper Counterpoise Wire, Installed over Duct or Conduit**
L-108-3	**0.75" Diameter by 10.0' Long Copper Clad Steel Sectional Ground Rod**
L-110-1	**1W2" Schedule 40 PVC Concrete Encased Duct**
L-110-2	**1W2" Schedule 40 PVC Direct Buried Duct**
L-110-3	**2W2" Schedule 40 PVC Concrete Encased Duct**
L-110-4	**1W4" PVC Split Duct Concrete Encased**
L-125-1	**L-852D Runway Edge Light-Clear/Yellow (A)**
L-125-2	**L-852D Runway Edge Light-Clear/Yellow (C)**
L-125-3	**L-852D Runway Edge Light-Red/Green**
L-125-4	**L-861 Runway Edge Light-Clear/Clear (A)**
L-125-5	**L-861 Runway Edge Light-Clear/Yellow (A)**
L-125-6	**L-861 Runway Edge Light-Clear/Yellow (C)**
L-125-7	**L-861E Runway Threshold Light-Green/Red**
L-125-8	**L-867B Base Can**
L-125-9	**L-867D Base Can**
L-125-10	**L-867E Base Can**
L-125-11	**Field Lighting Arrestor Assembly**

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer 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 Engineer, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of ASTM, AASHTO, Federal Specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids, will be made by and at the expense of the Engineer. The testing organizations performing on site field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel, including the Contractor's representative at his/her request. Unless otherwise designated, samples will be taken by a qualified representative of the Engineer. 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 his/her request.

The Contractor shall employ a testing organization to perform all Contractor required tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of all test data shall be given to the Engineer 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 Engineer 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. The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance 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.

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 Engineer.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," 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.

Should the Contractor propose to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

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

60-04 PLANT INSPECTION. The Engineer or his/her 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 his/her acceptance of the material or assembly.

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

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

b. The Engineer 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 Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Engineer 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'S FIELD OFFICE AND LABORATORY. ~~The Contractor shall furnish for the duration of the project one building for the use of the field engineers and inspectors, as a field office. This facility shall be an approved weatherproof building meeting the current State Highway Specifications (for example, Class I Field Office or Type C Structure). This building shall be located conveniently near to the construction and shall be separate from any building used by the Contractor. A land line telephone and answering machine shall be provided. The Contractor shall be responsible for payment of the basic monthly charge and local calls only. Any Long Distance Tolls shall be the responsibility of the caller. The Contractor shall furnish. No direct payment will be made for this building or labor, materials, ground rental, or other expense in connection therewith. The cost hereof shall be included in the price bid for the various items of the contract. The Contractor and his/her superintendent shall provide all reasonable facilities to enable to the Engineer to inspect the workmanship and materials entering into the work.~~

60-06 STORAGE OF MATERIALS. Materials shall be so stored as 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 so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. 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, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. 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 Engineer 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 his/her entire 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 Engineer.

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 Engineer has approved its used in the work.

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

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 which 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

GENERAL PROVISIONS

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. He 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 his/her 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 himself or his/her 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 prosecution 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, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save 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 prosecution 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) is indicated as follows:

NONE

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 Engineer.

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 so as 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 Engineer, 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 AID PARTICIPATION. For AIP contracts, the United States Government has agreed to reimburse the owner for some portion of the contract costs. Such reimbursement is made from time to time

upon the owner's (sponsor's) request to the FAA. In consideration of the United Sates Government's (FAA's) agreement with the owner, the owner has included provisions in this contract pursuant to the requirements of the Airport Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, and the Rules and Regulations of the FAA that pertain to the work.

As required by the Act, the contract work is subject to the inspection and approval of duly authorized representatives of the Administrator, FAA, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

No requirement of the Act, the rules and regulations implementing the Act, or this contract shall be construed as making the Federal Government 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 shall provide and maintain in a neat, sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions are unsanitary, hazardous, or dangerous to his/her health or safety.

70-07 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his/her operations and those of his/her 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 his/her own operations and those of his/her subcontractors and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

70-08 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office).

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of AC 150/5340-1, Marking of Paved Areas on Airports, latest edition.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stockpiles, and his/her parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction Activity, latest edition.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2, latest edition.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Engineer.

Open-flame type lights shall not be permitted within the air operations areas of the airport.

70-09 USE OF EXPLOSIVES. When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.

The Contractor shall notify each property owner and public utility company having structures or facilities in proximity to the site of the work of his/her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.

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 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 prosecution of the work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have 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 nonexecution thereof by the Contractor, he shall restore, at his/her own 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 he shall make good such damage or injury in an acceptable manner.

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and save harmless the Engineer and the owner and their officers, 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 his/her contract as may be considered necessary by the owner for such purpose may be retained for the use of the owner or, in case no money is due, his/her surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid 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 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 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. Should it be 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 shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his/her own estimate of the difficulties involved in arranging his/her work to permit such beneficial occupancy by the Owner as described below:

NONE

Upon completion of any portion of the work specified above, such portion shall be accepted by the owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, 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 his/her expense.

The Contractor shall make his/her 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.

Contractor shall be required to conform to safety standards contained AC 150/5370-2, Operational Safety on Airports During Construction (See Special Provisions.)

Contractor shall refer to the approved safety plan to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50, 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 nonexecution 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 his/her 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, seedings, and soddings furnished under his/her 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 the subsection titled RESTORATION OF SERVICES DISTURBED BY OTHERS of this section, 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 his/her 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 the owners are indicated as follows:

Sunshine State One (Utility Location Service)		
Contractor shall call no less than 48 hours prior to digging		800-432-4770
FAA Facilities:	FAA contact information to be provided by Engineer	
Owner's Emergency Contact:	Bill Roberts	850-838-3519
Engineer (AVCON, INC.)	John Collins, E.I.	850-678-0050

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 his/her 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 his/her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided hereinbefore in this subsection and the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification hereinbefore provided, it shall be the responsibility of the Contractor to keep such individual owners advised of changes in his/her plan of operations that would affect such owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his/her 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 Engineer.

The Contractor's failure to give the two day's notice hereinabove provided shall be cause for the Engineer 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 excavation methods acceptable to the Engineer within 3 feet (90 cm) 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, he shall immediately notify the proper authority and the Engineer 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 Engineer 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 his/her operations whether or not due to negligence or accident. The contract owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his/her 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 prosecution 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 notify the above named FAA Airway Facilities Point-of-Contact 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 prosecution of the project work requires a facility outage, the Contractor shall contact the above named FAA Point-of-Contact a minimum of 48 hours prior to the time of the required outage.

d. If prosecution of the project work results in damages to existing FAA equipment or cables, the Contractor shall repair the damaged item in conformance with FAA Airway Facilities' standards to the satisfaction of the above named FAA Point-of-Contact.

e. If the project work requires the cutting or splicing of FAA owned cables, the above named FAA Point-of-Contact shall be contacted a minimum of 48 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA Airway Facilities 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 Airway Facilities' specifications and require approval by the above named FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA Airway Facilities restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA Airway Facilities, 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 to him by this contract, there shall be no liability upon the Engineer, his/her 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 estop the owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the owner be precluded or estopped from recovering from the Contractor or his/her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his/her 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. He shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, 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 his/her operations, any building, part of a building, structure, or object which is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor to either resume his/her operations or to suspend operations as directed.

Should the Engineer 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 modification (change order or supplemental agreement) as provided in the subsection titled EXTRA WORK of Section 40 and the subsection titled PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK of Section 90. If appropriate, the contract modification shall include an extension of contract time in accordance with the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

END OF SECTION 70

GENERAL PROVISIONS

SECTION 80
PROSECUTION 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 Engineer.

Should the Contractor elect to assign his/her 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. In case of approval, the Contractor shall file copies of all subcontracts with the Engineer.

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

80-02 NOTICE TO PROCEED. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin.

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his/her progress schedule for the Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. 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 Engineer's request, submit a revised schedule for completion of the work within the contract time and modify his/her operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the owner.

80-04 LIMITATION OF OPERATIONS. The Contractor shall control his/her operations and the operations of his/her subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the AIR OPERATIONS AREAS of the airport.

When the work requires the Contractor to conduct his/her operations within an AIR OPERATIONS AREA of the airport, the work shall be coordinated with airport management (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AIR OPERATIONS AREA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AIR OPERATIONS AREA of the airport on an intermittent basis (intermittent opening and closing of the AIR OPERATIONS AREA), the Contractor shall maintain constant communications as hereinafter specified; immediately obey all instructions to vacate the AIR OPERATIONS AREA; immediately obey all instructions to resume work in such AIR OPERATIONS AREA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AIR OPERATIONS AREA until the satisfactory conditions are provided. The following AIR OPERATIONS AREA (AOA) 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:

RUNWAYS 18-36, 12-30 AND 6-24

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction (See Special Provisions).

80-04.1 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION. All Contractors' operations shall be conducted in accordance with the project safety plan and the provisions set forth within the current version of Advisory Circular 150/5370-2. The safety plan included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a plan that details how it proposes to comply with the requirements presented within the safety plan.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks of the safety plan measures 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 safety plan and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved safety plan unless approved in writing by the Owner or Engineer.

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.

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

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to met requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from 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 others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Engineer 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 Engineer 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 Engineer 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 subsection.

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 as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is 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 Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. The Engineer 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, for suspensions made at the request of the Owner, or for any other delay provided for in the contract, plans, or specifications.

If it should become 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. He 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 or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

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

a. CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his/her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have

been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his/her weekly statement of contract time charged on the following considerations:

(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 50.

(5) The Contractor will be allowed 1 week in which to file a written protest setting forth his/her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, 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 contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

b. 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 nonwork 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.

c. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his/her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his/her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded which could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

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 the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his/her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the owner should the Contractor fail to complete the work in the time provided in his/her contract.

SCHEDULE	LIQUIDATED DAMAGES COST	ALLOWED CONSTRUCTION TIME
All Work:	$500.00/calendar day	Substantial Completion: 120 days from NTP
All Work:	$500.00/calendar day	Final Completion: 150days from NTP

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the owner of any of its rights under the contract.

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his/her 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 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 prosecution 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 him 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 Engineer consider the Contractor in default of the contract for any reason hereinbefore, he 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 Engineer 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 prosecution 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 Engineer 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 prosecution 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 Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his/her responsibilities for the completed work nor shall it relieve his/her 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 Engineer 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 his/her work in such a manner as to insure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum of [***250***] feet from the centerline of an active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within 250 feet of an active runway at any time or 65.5 feet from an active taxiway without approval from Airport Administration.

END OF SECTION 80

GENERAL PROVISIONS

SECTION 90
MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Engineer, or his/her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

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 meter) 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 Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

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.

In computing volumes of excavation the average end area method or other acceptable methods will be used.

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 inches.

The term "ton" will mean the short ton consisting of 2,000 pounds (907 kilograms) avoirdupois. All materials which are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material be paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

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 to the Engineer, 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.

When requested by the Contractor and approved by the Engineer 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 Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon (liter) or ton (kilogram). When measured by volume, such volumes will be measured at 60 °F (15 °C) or will be corrected to the volume at 60 °F (15 °C) using ASTM D 1250 for asphalts or ASTM D 633 for tars.

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 bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kilogram) or hundredweight (kilogram).

Timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

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.

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 by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, 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 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.

Scales shall be accurate within one-half percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector 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 one-tenth of 1 percent of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (2.3 kilogram) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1 percent.

In the event inspection reveals the scales have been "underweighing" (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

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.

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 Engineer. 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 prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 70.

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 the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40 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 his/her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in the subsection titled OMITTED ITEMS of Section 40, the Engineer 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 Engineer 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 Engineer's order to omit or nonperform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer'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 Engineer'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 AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials plus a negotiated and agreed upon allowance for overhead and profit.

a. **Miscellaneous.** No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

b. **Comparison of Record.** The Contractor and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.

c. **Statement.** No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

    (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.

    (2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

    (3) Quantities of materials, prices, and extensions.

    (4) Transportation of materials.

    (5) Cost of property damage, liability and workman's compensation insurance premiums, unemployment insurance contributions, and social security tax.

Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

90-06 PARTIAL PAYMENTS. Partial payments will be made at least once each month as the work progresses. Said payments will be based upon estimates prepared by the Engineer of the value of the work performed and materials complete 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 the subsection titled PAYMENT FOR MATERIALS ON HAND of this section.

No partial payment will be made when the amount due the Contractor since the last estimate amounts to less than five hundred dollars ($500.00).

From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection titled PAYMENT OF WITHHELD FUNDS of this section. The balance (90 percent) of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his/her option, as provided in the subsection titled PAYMENT OF WITHHELD FUNDS of this section, no such 10 percent retainage shall be deducted.

When not less than 95 percent of the work has been completed the Engineer may, at his/her discretion and with the consent of the surety, prepare an estimate from which will be retained 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 Engineer 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 the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section.

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 retained percentage or 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 Engineer at or on an approved site.

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

c. The Contractor has furnished the Engineer 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 so stored or stockpiled.

e. The Contractor has furnished the owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at anytime 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 his/her 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 subsection.

90-08 PAYMENT OF WITHHELD FUNDS. At the Contractor's option, he/she may request that the owner accept (in lieu of the 10 percent retainage on partial payments described in the subsection titled PARTIAL PAYMENTS of this section) the Contractor's deposits in escrow under 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 10 percent 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 the subsection titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of his/her 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 Engineer 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 Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer'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 the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, 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 the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, 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.

END OF SECTION 90

SECTION 100
CONTRACTOR QUALITY CONTROL PROGRAM

100-01 GENERAL. When the specification requires a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

a. Adequately provide for the production of acceptable quality materials.

b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.

c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, his/her understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

100-02 DESCRIPTION OF PROGRAM.

a. General Description. The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

b. Quality Control Program. The Contractor shall describe the Quality Control Program in a written document that shall be reviewed by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review at least three (3) calendar days before the Pre-Construction Conference.

The Quality Control Program shall be organized to address, as a minimum, the following items:

a. Quality control organization;

b. Project progress schedule;

c. Submittals schedule;

d. Inspection requirements;

e. Quality control testing plan;

f. Documentation of quality control activities; and

g. Requirements for corrective action when quality control and/or acceptance criteria are not met.

The Contractor is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this contract.

100-03 QUALITY CONTROL ORGANIZATION. The Contractor Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be utilized for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall consist of the following minimum personnel:

a. Program Administrator. The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of 5 years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least 1 of the following requirements:

(1) Professional engineer with 1 year of airport paving experience acceptable to the Engineer.

(2) Engineer-in-training with 2 years of airport paving experience acceptable to the Engineer.

(3) An individual with 3 years of highway and/or airport paving experience acceptable to the Engineer, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

(4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).

(5) Highway materials technician certified at Level III by NICET.

(6) Highway construction technician certified at Level III by NICET.

(7) A NICET certified engineering technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience acceptable to the Engineer. The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly

to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within 2 hours after being notified of a problem.

b. Quality Control Technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of 2 years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by Section 100-06.

(2) Performance of all quality control tests as required by the technical specifications and Section 100-07.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing Levels. The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

100-04 PROJECT PROGRESS SCHEDULE. The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), PERT, or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

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.

100-05 SUBMITTALS SCHEDULE. The Contractor shall submit a detailed listing of all submittals (e.g., mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

a. Specification item number;

b. Item description;

c. Description of submittal;

d. Specification paragraph requiring submittal; and

e. Scheduled date of submittal.

100-06 INSPECTION REQUIREMENTS. Quality control inspection functions shall be organized to

provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by Section 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

a. During plant operation for material production, quality control test results and periodic inspections shall be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment utilized in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and utilized.

b. During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and utilized.

100-07 QUALITY CONTROL TESTING PLAN. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

a. Specification item number (e.g., P-401);

b. Item description (e.g., Plant Mix Bituminous Pavements);

c. Test type (e.g., gradation, grade, asphalt content);

d. Test standard (e.g., ASTM or AASHTO test number, as applicable);

e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);

f. Responsibility (e.g., plant technician); and

g. Control requirements (e.g., target, permissible deviations).

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D 3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing. All quality control test results shall be documented by the Contractor as required by Section 100-08.

100-08 DOCUMENTATION. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement

that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily Inspection Reports. Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the Engineer. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

(1) Technical specification item number and description;
(2) Compliance with approved submittals;
(3) Proper storage of materials and equipment;
(4) Proper operation of all equipment;
(5) Adherence to plans and technical specifications;
(6) Review of quality control tests; and
(7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

b. Daily Test Reports. The Contractor shall be responsible for establishing a system that will record all quality control test results. Daily test reports shall document the following information:

(1) Technical specification item number and description;
(2) Test designation;
(3) Location;
(4) Date of test;
(5) Control requirements;
(6) Test results;
(7) Causes for rejection;
(8) Recommended remedial actions; and
(9) Retests.

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

100-09 CORRECTIVE ACTION REQUIREMENTS. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

100-10 SURVEILLANCE BY THE ENGINEER. All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

100-11 NONCOMPLIANCE.

a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his/her authorized representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.

b. In cases where quality control activities do not comply with either the Contractor Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:

(1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.

(2) Order the Contractor to stop operations until appropriate corrective actions are taken.

END OF SECTION 100

GENERAL PROVISIONS

SECTION 110
METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL)

110-01 GENERAL. When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (X) and sample standard deviation (Sn) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index(s), QL for Lower Quality Index and/or QU for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

IT IS THE INTENT OF THIS SECTION TO INFORM THE CONTRACTOR THAT, IN ORDER TO CONSISTENTLY OFFSET THE CONTRACTOR'S RISK FOR MATERIAL EVALUATED, PRODUCTION QUALITY (USING POPULATION AVERAGE AND POPULATION STANDARD DEVIATION) MUST BE MAINTAINED AT THE ACCEPTABLE QUALITY SPECIFIED OR HIGHER. IN ALL CASES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PRODUCE AT QUALITY LEVELS THAT WILL MEET THE SPECIFIED ACCEPTANCE CRITERIA WHEN SAMPLED AND TESTED AT THE FREQUENCIES SPECIFIED.

110-02 METHOD FOR COMPUTING PWL. The computational sequence for computing PWL is as follows:

a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.

b. Locate the random sampling position within the sublot in accordance with the requirements of the specification.

c. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.

d. Find the sample average (X) for all sublot values within the lot by using the following formula:

$$X = (x_1 + x_2 + x_3 + \ldots x_n) / n$$

Where: X = Sample average of all sublot values within a lot
x_1, x_2 = Individual sublot values
n = Number of sublots

e. Find the sample standard deviation (S_n) by use of the following formula:

$S_n = [(d_1^2 + d_2^2 + d_3^2 + \ldots d_n^2)/(n-1)]^{1/2}$

Where: S_n = Sample standard deviation of the number of sublot values in the set
$d_1, d_2,$ = Deviations of the individual sublot values $x_1, x_2, \ldots$ from the average value X
that is: $d_1 = (x_1 - X), d_2 = (x_2 - X) \ldots d_n = (x_n - X)$
n = Number of sublots

f. For single sided specification limits (i.e., L only), compute the Lower Quality Index Q_L by use of the following formula:

$Q_L = (X - L) / S_n$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L, using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

g. For double-sided specification limits (i.e. L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$Q_L = (X - L) / S_n$ and $Q_U = (U - X) / S_n$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U, using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U. Determine the PWL by use of the following formula:

$PWL = (P_U + P_L) - 100$

Where: P_L = percent within lower specification limit
P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project
Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

A-1	96.60
A-2	97.55
A-3	99.30
A-4	98.35

n = 4

2. Calculate average density for the lot.

$X = (x_1 + x_2 + x_3 + \ldots x_n) / n$
$X = (96.60 + 97.55 + 99.30 + 98.35) / 4$
$X = 97.95$ percent density

3. Calculate the standard deviation for the lot.

$S_n = [((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2)) / (4 - 1)]^{1/2}$
$S_n = [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2}$
$S_n = 1.15$

4. Calculate the Lower Quality Index Q_L for the lot. (L=96.3)

$Q_L = (X - L) / S_n$
$Q_L = (97.95 - 96.30) / 1.15$
$Q_L = 1.4348$

5. Determine PWL by entering Table 1 with $Q_L = 1.44$ and n= 4.

PWL = 98

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

A-1	5.00
A-2	3.74
A-3	2.30
A-4	3.25

2. Calculate the average air voids for the lot.

$X = (x_1 + x_2 + x_3 \ldots x_n) / n$
$X = (5.00 + 3.74 + 2.30 + 3.25) / 4$
$X = 3.57$ percent

3. Calculate the standard deviation Sn for the lot.

$S_n = [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2}$
$S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$
$S_n = 1.12$

4. Calculate the Lower Quality Index Q_L for the lot. (L= 2.0)

$Q_L = (X - L) / S_n$
$Q_L = (3.57 - 2.00) / 1.12$
$Q_L = 1.3992$

5. Determine P_L by entering Table 1 with $Q_L = 1.41$ and n = 4.

$P_L = 97$

6. Calculate the Upper Quality Index Q_U for the lot. (U= 5.0)

$Q_U = (U - X) / S_n$
$Q_U = (5.00 - 3.57) / 1.12$
$Q_U = 1.2702$

7. Determine P_U by entering Table 1 with $Q_U = 1.29$ and n = 4.

$P_U = 93$

8. Calculate Air Voids PWL

$PWL = (P_L + P_U) - 100$
$PWL = (97 + 93) - 100 = 90$

EXAMPLE OF OUTLIER CALCULATION (Reference ASTM E 78)

Project: Example Project
Test Item: Item P-401, Lot A.

A. Outlier Determination for Mat Density.

1. Density of four random cores taken from Lot A. arranged in descending order.

A-3	99.30
A-4	98.35
A-2	97.55
A-1	96.60

2. Use n=4 and upper 5 percent significance level of to find the critical value for test criterion = 1.463.

3. Use average density, standard deviation, and test criterion value to evaluate density measurements.

a. For measurements greater than the average:

If: (measurement - average)/(standard deviation) is less than test criterion,
Then: the measurement is not considered an outlier

for A-3 Check if (99.30 - 97.95) / 1.15 greater than 1.463
1.174 is less than 1.463, the value is not an outlier

b. For measurements less than the average:

If (average - measurement)/(standard deviation) is less than test criterion,
the measurement is not considered an outlier

for A-1 Check if (97.95 - 96.60) / 1.15 greater than 1.463
1.0 is less than 1.463, the value is not an outlier

NOTE: In this example, a measurement would be considered an outlier if the density was:
greater than (97.95+1.463x1.15) = 99.63 percent or,

less than (97.95-1.463x1.15) = 96.27 percent

TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)

Percent Within Limits (P_L and P_U)	Positive Values of Q (Q_L and Q_U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264	0.0262	0.0260
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)

Percent Within Limits (P_L and P_U)	Negative Values of Q (Q_L and Q_U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
49	-0.0363	-0.0300	-0.0281	-0.0272	-0.0267	-0.0264	-0.0262	-0.0260
48	-0.0725	-0.0600	-0.0562	-0.0544	-0.0534	-0.0528	-0.0524	-0.0521
47	-0.1087	-0.0900	-0.0843	-0.0817	-0.0802	-0.0793	-0.0786	-0.0781
46	-0.1447	-0.1200	-0.1125	-0.1090	-0.1070	-0.1057	-0.1049	-0.1042
45	-0.1806	-0.1500	-0.1406	-0.1363	-0.1338	-0.1322	-0.1312	-0.1304
44	-0.2164	-0.1800	-0.1688	-0.1636	-0.1607	-0.1588	-0.1575	-0.1566
43	-0.2519	-0.2100	-0.1971	-0.1911	-0.1877	-0.1855	-0.1840	-0.1829
42	-0.2872	-0.2400	-0.2254	-0.2186	-0.2147	-0.2122	-0.2105	-0.2093
41	-0.3222	-0.2700	-0.2537	-0.2461	-0.2418	-0.2391	-0.2372	-0.2358
40	-0.3568	-0.3000	-0.2822	-0.2738	-0.2691	-0.2660	-0.2639	-0.2624
39	-0.3911	-0.3300	-0.3107	-0.3016	-0.2964	-0.2931	-0.2908	-0.2892
38	-0.4251	-0.3600	-0.3392	-0.3295	-0.3239	-0.3203	-0.3179	-0.3161
37	-0.4586	-0.3900	-0.3679	-0.3575	-0.3515	-0.3477	-0.3451	-0.3432
36	-0.4916	-0.4200	-0.3967	-0.3856	-0.3793	-0.3753	-0.3725	-0.3705
35	-0.5242	-0.4500	-0.4255	-0.4139	-0.4073	-0.4030	-0.4001	-0.3980
34	-0.5563	-0.4800	-0.4545	-0.4424	-0.4355	-0.4310	-0.4280	-0.4257
33	-0.5878	-0.5100	-0.4836	-0.4710	-0.4638	-0.4592	-0.4560	-0.4537
32	-0.6187	-0.5400	-0.5129	-0.4999	-0.4924	-0.4877	-0.4844	-0.4820
31	-0.6490	-0.5700	-0.5423	-0.5290	-0.5213	-0.5164	-0.5130	-0.5105
30	-0.6787	-0.6000	-0.5719	-0.5582	-0.5504	-0.5454	-0.5419	-0.5394
29	-0.7077	-0.6300	-0.6016	-0.5878	-0.5798	-0.5747	-0.5712	-0.5686
28	-0.7360	-0.6600	-0.6316	-0.6176	-0.6095	-0.6044	-0.6008	-0.5982
27	-0.7636	-0.6900	-0.6617	-0.6477	-0.6396	-0.6344	-0.6308	-0.6282
26	-0.7904	-0.7200	-0.6921	-0.6781	-0.6701	-0.6649	-0.6613	-0.6587
25	-0.8165	-0.7500	-0.7226	-0.7089	-0.7009	-0.6958	-0.6922	-0.6896
24	-0.8417	-0.7800	-0.7535	-0.7401	-0.7322	-0.7271	-0.7236	-0.7211
23	-0.8662	-0.8100	-0.7846	-0.7716	-0.7640	-0.7590	-0.7556	-0.7531
22	-0.8897	-0.8400	-0.8160	-0.8036	-0.7962	-0.7915	-0.7882	-0.7858
21	-0.9124	-0.8700	-0.8478	-0.8360	-0.8291	-0.8245	-0.8214	-0.8192
20	-0.9342	-0.9000	-0.8799	-0.8690	-0.8625	-0.8583	-0.8554	-0.8533
19	-0.9550	-0.9300	-0.9123	-0.9025	-0.8966	-0.8928	-0.8901	-0.8882
18	-0.9749	-0.9600	-0.9452	-0.9367	-0.9315	-0.9281	-0.9258	-0.9241
17	-0.9939	-0.9900	-0.9785	-0.9715	-0.9671	-0.9643	-0.9624	-0.9610
16	-1.0119	-1.0200	-1.0124	-1.0071	-1.0037	-1.0015	-1.0000	-0.9990
15	-1.0288	-1.0500	-1.0467	-1.0435	-1.0413	-1.0399	-1.0389	-1.0382
14	-1.0448	-1.0800	-1.0817	-1.0808	-1.0800	-1.0794	-1.0791	-1.0789
13	-1.0597	-1.1100	-1.1173	-1.1192	-1.1199	-1.1204	-1.1208	-1.1212
12	-1.0736	-1.1400	-1.1537	-1.1587	-1.1613	-1.1630	-1.1643	-1.1653
11	-1.0864	-1.1700	-1.1909	-1.1995	-1.2043	-1.2075	-1.2098	-1.2115
10	-1.0982	-1.2000	-1.2290	-1.2419	-1.2492	-1.2541	-1.2576	-1.2602
9	-1.1089	-1.2300	-1.2683	-1.2860	-1.2964	-1.3032	-1.3081	-1.3118
8	-1.1184	-1.2600	-1.3088	-1.3323	-1.3461	-1.3554	-1.3620	-1.3670
7	-1.1269	-1.2900	-1.3508	-1.3810	-1.3991	-1.4112	-1.4199	-1.4265
6	-1.1342	-1.3200	-1.3946	-1.4329	-1.4561	-1.4717	-1.4829	-1.4914
5	-1.1405	-1.3500	-1.4407	-1.4887	-1.5181	-1.5381	-1.5525	-1.5635
4	-1.1456	-1.3800	-1.4897	-1.5497	-1.5871	-1.6127	-1.6313	-1.6454
3	-1.1496	-1.4100	-1.5427	-1.6181	-1.6661	-1.6993	-1.7235	-1.7420
2	-1.1524	-1.4400	-1.6016	-1.6982	-1.7612	-1.8053	-1.8379	-1.8630
1	-1.1541	-1.4700	-1.6714	-1.8008	-1.8888	-1.9520	-1.9994	-2.0362

END OF SECTION 110

GENERAL PROVISIONS

SECTION 120
NUCLEAR GAGES

120-01 TESTING. When the specifications provide for nuclear gage acceptance testing of material for Items P-152, P-154, P-208, and P-209, the testing shall be performed in accordance with this section. At each sampling location, the field density shall be determined in accordance with ASTM D 2922 using the Direct Transmission Method. The nuclear gage shall be calibrated in accordance with Annex A1. Calibration and operation of the gage shall be in accordance with the requirements of the manufacturer. The operator of the nuclear gage must show evidence of training and experience in the use of the instrument. The gage shall be standardized daily in accordance with ASTM D 2922, paragraph 8.

Use of ASTM D 2922 results in a wet unit weight, and when using this method, ASTM D 3017 shall be used to determine the moisture content of the material. The moisture gage shall be standardized daily in accordance with ASTM D 3017, paragraph 7.

The material shall be accepted on a lot basis. Each Lot shall be divided into eight (8) sublots when ASTM D 2922 is used.

120-02. When PWL concepts are incorporated, compaction shall continue until a PWL of 90 percent or more is achieved using the lower specification tolerance limits (L) below.

The percentage of material within specification limits (PWL) shall be determined in accordance with the procedures specified in Section 110 of the General Provisions. The lower specification tolerance limit (L) for density shall be:

Specification Item Number	Specification Tolerance (L) for Density, (percent of laboratory maximum)
Item P-152	90.5 for cohesive material, 95.5 for non-cohesive
Item P-154	95.5
Item P-208	97.0
Item P-209	97.0

If the PWL is less than 90 percent, the lot shall be reworked and recompacted by the Contractor at the Contractor's expense. After reworking and recompaction, the lot shall be resampled and retested. Retest results for the lot shall be reevaluated for acceptance. This procedure shall continue until the PWL is 90 percent or greater.

120-03 VERIFICATION TESTING. (For Items P-152 and P-154 only.) The Engineer will verify the maximum laboratory density of material placed in the field for each lot. A minimum of one test will be made for each lot of material at the site. The verification process will consist of; (1) compacting the material and determining the dry density and moisture-density in accordance with [ASTM D 698 for aircraft gross weights less than 60,0000 pounds] [ASTM D 1557 for aircraft gross weights 60,000 pounds or more], and (2) comparing the result with the laboratory moisture-density curves for the material being placed. This verification process is commonly referred to as a "one-point Proctor". If the material does not conform to the existing moisture-density curves, the Engineer will establish the laboratory maximum density and optimum moisture content for the material in accordance with [ASTM D 698 for aircraft gross weights less than 60,0000 pounds] [ASTM D 1557 for aircraft gross weights 60,000 pounds or more].

Additional verification tests will be made, if necessary, to properly classify all materials placed in the lot.

The percent compaction of each sampling location will be determined by dividing the field density of each sublot by the laboratory maximum density for the lot.

END OF SECTION 120

SPECIAL PROVISIONS

SPECIAL PROVISION NO. 1

VEHICLE OPERATION ON THE AOA

A. Authorization of Vehicles/Equipment

All vehicles that enter the airfield for the Perry Foley Airport shall comply with the following:

1. All vehicles shall be limited to the construction areas unless specifically authorized by the County.

2. All construction vehicles/mechanized equipment authorized within the construction areas shall be marked with a 3' x 3' orange and white checkered flag with each box being 1' square, located on the uppermost portion of the vehicle/motorized equipment, or be escorted by a vehicle so equipped.

3. During nighttime hours, all equipment operating on the Airport exceeding 25 feet in height shall be lit with a red obstruction light in accordance with Advisory Circular 70/7460-1. This light is to be located on the uppermost portion of the equipment.

B: Vehicle/Equipment Restrictions

1. Bicycles and two-wheel scooters are prohibited on the construction site.

2. All vehicles/equipment must be appropriately secured such that wind blast will not result in their movement.

C. Vehicle/Equipment Operating Rules

The Contractor shall be responsible for ensuring compliance with the following rules by all individuals authorized to drive within the construction site:

1. Vehicle/mechanized equipment operators shall obey all traffic signs.

2. The established speed limit within the construction site -15 m.p.h.

3. A vehicle/equipment shall not stop or be parked:
   a. in areas other than those prearranged and approved by the Airport Administration;

   b. within 15 feet of a fire hydrant, unless authorized by the Airport Administration.

4. Vehicles/mechanized equipment shall not be operated in a careless or negligent manner within the construction site.

5. Vehicles/equipment shall not be operated by individuals under the influence of any substance which impairs the ability to do so in a safe manner.

D. Night or Low Visibility Operation

1. Vehicle/mechanized equipment operators are not permitted to move about the construction site or outside the designated construction area at night unless the vehicle has operating headlights, taillights, brake lights or under the escort of a properly lighted vehicle. Headlights shall be set on dim when moving about the airport at night.

2. Vehicle/mechanized equipment authorized on the Movement Area and/or associated safety areas shall be equipped with an electrically powered, amber color, 360-degree omni-direction, rotating light, mounted on the vehicle such that it is conspicuous from any direction.

F. Runway/Taxiway Access

1. At no time shall a vehicle enter the Movement Area and/or associated safety areas unless it is authorized by the Owner.

2. Any individual authorized unescorted access to the Movement Area or associated safety areas must have completed the driver training program administered by the Airport Police.

G. Vehicle/Equipment Accidents

Accidents requiring immediate emergency assistance must be immediately reported to EMS at 911. All accidents which involve bodily injury or property damage must be reported immediately to the Airport Administration at 850-838-3519 within 24 hrs.

H. Removal of Vehicle/Equipment

The Airport Administration may remove or impound, at the owner's expense, any vehicle/equipment which is disabled, abandoned, improperly parked, or represents an operational hazard.

I. Insurance

All vehicles authorized driving privileges on the Airport are required to maintain vehicle liability coverage as established by the contract.

END OF SPECIAL PROVISION NO. 1

SPECIAL PROVISION NO. 2

UTILITIES AND TEMPORARY SERVICE

1. UTILITY CONNECTIONS

a. The Contractor shall determine all costs for providing temporary services. Such costs shall be incidental to the project and included in the bid.

b. Immediately after the award of contract, the Contractor shall consult and reach agreement with the authorized representatives of each utility company as to the location and details of service installation.

2. TEMPORARY SERVICES

a. Electrical Power - The Contractor shall pay all costs for permanent and temporary power connections, all meter deposits and the costs of permanent and temporary electrical energy sufficient to provide all power needs throughout the construction period.

b. Temporary Electrical Services

The Contractor is responsible for providing and maintaining temporary wiring systems for light and power for the use of all trades throughout the construction period as follows:

1. Systems shall be solidly grounded. Over-current protection shall be limited to twenty (20) amperes on No. 12 conductors.

2. When the Contractor contemplates working after "dusk", he shall provide adequate floodlighting of five (5) foot candles at the work area unless otherwise provided for in these specifications.

c. Water - The Contractor shall be responsible for all water used in the construction and all temporary and permanent connections. Temporary connections shall be removed when permanent connections are made.

d. Sanitary - The Contractor shall provide serviced chemical toilets.

e. Telephone - The Contractor shall maintain telephone service as required for his personal use.

END OF SECTION SP-2

SPECIAL PROVISION NO. 3

PROTECTION OF AIRPORT, CABLES, CONTROLS, NAVAIDS AND WEATHER BUREAU FACILITIES

1. The Contractor is hereby informed that there are FAA NAVAID facilities installed on the Airport including, without limitation, ASR, UHF and VHF and VHF receivers and transmitters; U.S. Weather Bureau facilities; airfield lighting systems; electric cables and controls relating to such NAVAIDS and facilities. Such NAVAIDS, weather bureau and other facilities, and electric and control cables must be fully protected during the entire construction time. Work under this contract can be accomplished in the vicinity of these facilities and cables only at pre-approved periods of time.

   Approval is subject to withdrawal at any time because of changes in the weather, emergency conditions on the airfield areas, anticipation of emergency conditions, and for any other reason determined by the Engineer acting under the orders and instructions of the airport management and the designated FAA representative. Any instruction to the Contractor to clear any given area, at any time, by the Engineer, the Airport Management or the FAA control, tower (by radio or other means) shall be immediately executed. Construction work will be commenced in the cleared area only when additional instructions are issued by the Engineer.

2. Power and control cables leading to and from any FAA NAVAIDS, Weather Bureau and other facilities, will be marked in the field by the local FAA Airway Facilities Sector personnel or the Engineer for the information of the Contractor, before starting any work in their general vicinity. Thereafter, through the entire time of this construction, the Contractor shall not allow any construction equipment to cross these cables without first protecting the cable with steel boiler plate, or similar structural devices, for three feet (3') either side of the marked cable route. All excavation within three feet (3') of existing cables shall be accomplished by hand digging only.

3. This Special Provision is included to make perfectly clear the need for protection of FAA NAVAIDS, Weather Bureau and other facilities and cables by the Contractor at all times.

4. At the option of the FAA, the Contractor shall either immediately repair, with identical material by skilled workmen, and at his own expense, any underground multi-conductor control cables serving FAA NAVAIDS, Weather reporting equipment and other airport facilities which are damaged by its workmen or equipment. The FAA may repair the cable at the expense of the Contractor as verified by time and material expense records provided by FAA.

5. Prior approval from the Engineer and the FAA must be obtained for the materials, workmen, time of day or night and method of repairs for any temporary or permanent repairs the Contractor proposes to make to any FAA NAVAID or facility damaged by the Contractor. This also applies to any other airport facilities and/or cables damaged by the Contractor.

6. Should the repair require splicing, it shall be the discretion of the local FAA Airway Facilities Sector Manager as to who shall perform the work. Where the FAA performs the work, it shall be at the Contractor's expense.

7. No repair or splice work shall be backfilled or covered prior to final operational approval by the Airway Facilities Sector Manager.

END OF SECTION SP-3

SPECIAL PROVISION NO. 4

ENFORCEMENT

At the discretion of the Airport, violations of Airport Operating Rules and/or the safety /security requirements of this project, depending upon the nature and severity, may result in:

1. A verbal and/or written warning.

2. The removal from the airport or AOA of the individual(s), vehicles(s) and/or equipment that is (are) in violation.

3. Cessation of contract work until corrective measures are taken.

4. A determination that the Contractor is in default of the contract. All contract work will cease at this time.

END OF SPECIAL PROVISION NO. 4

SPECIAL PROVISION NO. 5

FEDERAL LABOR AND EEO PROVISIONS

LABOR PROVISIONS FOR CONTRACTS

1.1 Minimum Wages:

1.1.1 All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents 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 and mechanics, subject to the provisions of Paragraph A.(4) 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 Paragraph 1.1.4 of this Special Provision. 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 Contractor'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 Paragraph 1.1.2 of this Special Provision) 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 be easily seen by the workers. (29CFR5.5(a)(1)(i))

1.1.2 The contracting officer shall require that any class of laborers or mechanics 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:

(a) The Work to be performed by the classification requested is not performed by a classification in the wage determination; and

(b) The classification is utilized in the area by the construction industry; and

(c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

1.1.3 If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 30320. 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.

1.1.4 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.

The wage rate (including fringe benefits where appropriate) determined pursuant to Paragraphs 1.1.3 and 1.1.4 of this Special Provision, 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. (29CFR5.5(a)(1)(ii))

1.1.5 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. (29CFR5.5(a)(1)(iii))

1.1.6 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. (29CFR5.5(a)(1)(iv))

1.2 Withholding:

1.2.1 The Federal Aviation Administration (FAA) 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 contractor 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 apprentices, trainees and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract, or 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 (or under the United States Housing Act of 1937 or under

the Housing Act of 1949) on the construction or development of the Project), all or part of the wages required by the Contract, the FAA 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. (29CFR5.5(a)(2))

1.3 Payroll and Basic Records:

1.3.1 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). 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 Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost 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. (29CFR5.5(a)(3)(i))

1.3.2 The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to the FAA if the FAA is a party to the Contract. The Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the FAA. The payrolls submitted shall set out accurately and completely all of the information required to be contract, but if the agency is not such a party, then maintained under Paragraph 5.5(a)(3)(i) of Regulations 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or its agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(a) That the payroll for the payroll period contains the information required to be maintained under Paragraph 5.5(a)(3)(i) of the Regulations, 29 CFR Part 5 and that such information is correct and complete.

(b) That each laborer or 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.

(c) 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.

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 C.(2)(b) of this section.

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. (29CFR5.5(a)(3)(ii))

1.3.3 The contractor or subcontractor shall make the records required under Paragraph 1.3.1 of this section available for inspection, copying, or transcription by authorized representatives of the FAA 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. (29CFR5.5(a)(3)(iii))

1.4 Apprentices and Trainees:

1.4.1 Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits,

apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate acceptable program is approved. (29CFR5.5(a)(4)(i))

1.4.2 Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid in full benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who 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. (29CFR5.5(a)(4)(ii))

1.4.3 Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30. (29CFR5.5(a)(4)(iii))

1.5 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. (29CFR5.5(a)(5))

1.6 Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses contained in Paragraphs 1.1 through 1.10 of this Special Provision [29CFR5.5(a)(1) through (10)] and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5. (29CFR5.5(a)(6))

1.7 Contract Termination: Debarment: A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12. (29CFR5.5(a)(7))

1.8 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. (29CFR5.5(a)(8))

1.9 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. (29CFR5.5(a)(9))

1.10 Certification of Eligibility:

1.10.1 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).

1.10.2 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 CFR 5.12(a)(1).

1.10.3 The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001. (29CFR5.5(a)(10))

1.11 Contract Work Hours and Safety Standards Act: (29CFR5.5(b))

1.11.1 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 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.

1.11.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 1.11.1 of this Special Provision, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 1.11.1 of this Special Provision.

1.11.3 Withholding for unpaid wages and liquidated damages. The Federal Aviation Administration 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 clauses set forth in Paragraph 1.11.2 of this Special Provision.

1.11.4 Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs 1.11.1 through 1.11.4 of this Special Provision 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 the clauses set forth in Paragraphs 1.11.1 through 1.11.4 of this Special Provision.

VETERANS PREFERENCE

2.1 In the employment of labor (except in executive, administrative and supervisory positions), the Contractor shall give preference to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982.

GENERAL WAGE DECISION

3.1 A copy of the current Davis-Bacon Wage Determination applicable to the Project is provided as follows:

Davis-Bacon Wage Rates
(General Decision County Index 3/12/10)

GENERAL DECISION: FL20100302 03/12/2010 FL302

Date: March 12, 2010
General Decision Number: FL20100302 03/12/2010

Superseded General Decision Number: FL20080302

State: Florida

Construction Type: Highway

Counties: Sumter, Taylor and Union Counties in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010

SUFL2009-199 08/05/2009

	Rates	Fringes
CARPENTER	$ 10.58	0.00
CEMENT MASON/CONCRETE FINISHER	$ 10.05	0.00

LABORER: Asphalt Raker	$ 9.69	0.00
LABORER: Common or General	$ 7.66	0.00
LABORER: Flagger	$ 9.75	0.00
LABORER: Pipelayer	$ 8.33	0.00
OPERATOR: Backhoe/Excavator	$ 10.24	0.00
OPERATOR: Bulldozer	$ 10.52	0.00
OPERATOR: Distributor	$ 10.05	0.00
OPERATOR: Grader/Blade	$ 9.30	0.00
OPERATOR: Loader	$ 8.74	0.00
OPERATOR: Milling Machine	$ 9.60	0.00
OPERATOR: Oiler	$ 9.58	0.00
OPERATOR: Paver	$ 10.06	0.00
OPERATOR: Roller	$ 9.00	0.00
OPERATOR: Screed	$ 10.62	0.00
OPERATOR: Tractor	$ 7.94	0.00
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation	$ 15.79	2.09
TRUCK DRIVER: Dump Truck	$ 9.57	0.00
TRUCK DRIVER: Lowboy Truck	$ 13.47	0.59
TRUCK DRIVER: 3 Axle Truck	$ 9.04	0.00

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

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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 (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

EQUAL EMPLOYMENT REQUIREMENTS

4.1 Requirement for Certification of Nonsegregated Facilities:

4.1.1 Notice to Prospective Construction Contractors:

(a) The Certification of Non-segregated Facilities contained in the Bid Documents must be submitted with the Bid for a construction contract exceeding Ten Thousand Dollars ($10,000.00) which is not exempt from the provisions of the Equal Opportunity Clause.

(b) Contractors receiving contract awards exceeding Ten Thousand Dollars ($10,000.00) which are not exempt from the provisions of the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed Ten Thousand Dollars ($10,000.00) and are not exempt from the provisions of the Equal Opportunity Clause.

4.1.2 Notice to Prospective Subcontractors of Requirement for Certification of Non-segregated Facilities:

(a) A Certification of Non-segregated Facilities must be submitted prior to the award of a subcontract exceeding Ten Thousand Dollars ($10,000.00) which is not exempt from the provisions of the Equal Opportunity Clause.

(b) The Certification of Non-segregated Facilities Form is located in the Bid Package of the Contract Documents.

4.2.1 **Standard Federal Equal Employment Construction Contract Specifications (Executive Order 11246, as amended):**

.1 As used in these specifications:

(a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;

(b) "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

(c) "Employer identification number" means the federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

(d) "Minorities" includes:

(1) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

4.2.2 Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of Ten Thousand Dollars ($10,000.00) the provisions of these specifications and the notice which contains the applicable goals for minority and women participation and which is set forth in the solicitations from which this contract resulted.

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

4.2.4 The Contractor shall implement the specific affirmative action standards provided in Paragraphs 4.2.7.1 through 4.2.7.16 of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and women utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and women goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Federal Contract Compliance Programs office or from Federal Procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

4.2.6 In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the

apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

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

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

2. Establish and maintain a current list of minority and women recruitment sources, provide written notification to minority and women recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

3. Maintain a current file of the names, addresses and telephone numbers of each minority and women off-the-street applicant and minority or women referral from a union, a recruitment source, a community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 4.2.7.2 of this Special Provision.

6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and women employees at least once a year; and by posting the company

EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any jobsite. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and women news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

9. Direct its recruitment efforts, both oral and written, to minority, women and community organizations, to schools with minority and women students; and to minority and women recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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

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

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

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

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

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

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

4.2.8 Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (Paragraphs 4.2.7 through 4.2.7.16 of this Special Provision). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 4.2.7 through 4.2.7.16 of this Special Provision of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's--failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

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

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

4.2.11 The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246, as amended.

4.2.12 The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

4.2.13 The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 4.2.7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

4.2.14 The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government, and to keep records. Records shall at least include for each employee, the name, address, telephone number,

construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

4.2.15 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Grant Program).

4.3 Contractor Contractual 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:

4.3.1 Compliance with Regulations: The Contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time-to-time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

4.3.2 Non-discrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

4.3.3 Solicitations for Subcontracts, including Procurement 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 shall be notified by the Contractor of the Contractor's obligation under this Contract and the Regulations relative to non-discrimination on the grounds of race, color or national origin.

4.3.4 Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall 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 (FAA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

4.3.5 Sanctions for Non-compliance: In the event of the Contractor's non-compliance with the non-discrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including but not limited to:

.1 Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

.2 Cancellation, termination or suspension of the Contract, in whole or in part.

4.3.6 Incorporation of Provisions: The Contractor shall include the provisions of Paragraphs 4.2 through 4.7 of this Special Provision in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including, sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4.4 Equal Employment Opportunity Clause:

During the performance of this Contract the Contractor agrees as follows:

4.4.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices (see Paragraph 15.4) setting forth the provisions of this nondiscrimination clause.

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

4.4.3. The contractor will send, to each labor union or representative of workers with which he had a collective bargaining agreement or other contract or understanding, a notice (see Section 4.5) advising that said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4.4.4. The contractor will comply with all provisions of Executive Order 11246, as amended, of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

4.4.5. The contractor will furnish all information and reports required by Executive Order 11246, as amended, of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the FAA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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

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

4.5 Notices to be Posted:

The "Equal Employment Opportunity is the Law" poster is to be posted by the Contractor in a conspicuous place available to employees and applicants for employment as required by Paragraphs 4.2 and 4.4 of this Special Provision of the EEO Clause. Copies of this poster will be furnished to contractors at the pre-construction conference.

4.6 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246), as Amended:

4.6.1 The Contractor's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

4.6.2 The goals and timetables for minority and women participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area are as follows:

Timetables:

Goal for DBE Participation
10.97%

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

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

4.6.3 The Contractor shall provide written notification to the Director, OFCCP, within ten (10) working days of award of any construction subcontract in excess of Ten Thousand Dollars ($10,000.00) at any tier of construction work under the Contract resulting from this solicitation. The notification shall list the name, address, telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontracts; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4.7 Required Reports:

4.7.1 **Annual EEO-1 Report:** Contractors/Subcontractors working on federally assisted airport construction projects are required to file annually, on or before March 31st, complete and accurate reports on Standard Form 100 (Employee Information Report, EEO-1). The first such report is required within thirty (30) days after award unless the Contractor/Subcontractor has submitted such a report within twelve (12) months preceding the date of award (the FAA or Department of Labor OFCCP can designate other intervals). This form is normally furnished based on a mailing list, but can be obtained from the Joint Reporting Committee, 1800 G Street, N.W., Washington, D.C. 20506. This report is required if a contractor or subcontractor meets all of the following conditions:

.1 Non-exempt: Contractors/subcontractors are not exempt based on 41 CFR 60-1.5, and

.2 Number of Employees: Has fifty (50) or more employees, and

.3 Contractor/Subcontractor: Is a prime contractor or first tier subcontractor, and

.4 Dollar Level: There is a contract, subcontract or purchase order amounting to Fifty Thousand Dollars ($50,000.00) or more, or serves as a depository of government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes. Some subcontractors below the first tier who work at the site are required to file if they meet the requirements of 41 CFR 60-1.7.

4.7.2 **Records:** The FAA or Department of Labor OFCCP may require a contractor to keep employment or other records and to furnish, in the form requested within reasonable limits, such information as necessary.

4.8 MBE Required Statements

4.8.1 **Policy.** It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 26 apply to this agreement.

4.8.2 **MBE Obligation.** The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex In the award and performance of DOT-assisted contracts.

5. Contract Assurance Required by 49 CFR Part 26

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

END OF SPECIAL PROVISION NO. 5

SPECIAL PROVISION NO. 6

MISCELLANEOUS FEDERAL AND STATE CONTRACT PROVISIONS

AGREEMENTS WITH THE UNITED STATES AND STATE OF FLORIDA

This Contract shall be subject to all restrictions of record affecting the Airport and the use thereof, all Federal and state laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any existing agreement between the Owner and the United States of America or the State of Florida, their boards, members, agencies or commissions and to future agreements between the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of Federal or state funds for the development of the Airport, or as a condition precedent to the use of the Airport, or any part thereof, by the Contractor, the Owner or otherwise. All provisions hereof shall be subordinate to the right of the United States of America to terminate the right of the Contractor, the Owner, or others, to occupy or to use the Airport, or any part thereof, during the time of war or national emergency.

COVENANTS AGAINST DISCRIMINATION

The Contractor, for itself, its successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, religion, sex, age, physical handicap or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the Airport under the provisions of this Agreement; (2) that in the construction of any improvements on, over or under the Airport and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the above-stated grounds; (3) that the Contractor shall use the Airport property in compliance with all other requirements imposed by or pursuant to state law or Title 49, Code of Federal Regulations, Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. Should the Contractor authorize another person, with the Owner's prior written consent, to provide services or benefits upon the Airport property, the Contractor shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this Subparagraph. The Contractor shall furnish the original of such Agreement to the Owner.

In the event of breach of any of the above non-discrimination covenants, the Owner shall have the right to terminate this Agreement. The right granted to the Owner by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, if applicable, are followed and completed, including exercise or expiration of appeal rights.

The Owner may from time to time be required by the United States Government, its agencies, or the State of Florida to adopt additional or amended provisions including non-discrimination provisions, concerning the use and operation of the Airport, and the Contractor agrees that it will adopt any such requirement as a part of this Agreement.

If the Contractor shall furnish any services to the public at the Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided that the Contractor shall be allowed to make reasonable and non-discriminatory discounts or rebates or other similar types of price reductions to volume purchasers, if any.

FAA APPROVAL REQUIRED

3.1 This Contract is subject to approval by the FAA. The Owner shall use its best efforts to obtain FAA approval. If the FAA requires any modifications to the Contract Documents as a condition of granting approval, and the Contractor fails to consent to the required modifications, then the Contract shall be void and the Owner shall have no liability to the Contractor.

3.2 If after initial approval by the FAA has been obtained, the FAA or its successor requires any modifications in this Contract as a condition of granting funds for the improvement of the Airport, the Contractor hereby consents to those modifications, which shall be accomplished in accordance with the General Provisions, Section 40-02, Alteration of Work and Quantities.

FEDERAL AND STATE AID PARTICIPATION

4.1 For AIP (Federal Aid) contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this Contract pursuant to the requirements of the Airport and Airway Improvement Act of 1982 (96 Stat. 671), as amended, and the Rules and Regulations of the FAA that pertain to the Work.

4.2 As required by the Act, the Work is subject to inspection and approval of duly authorized representatives of the Administrator of the FAA and is further subject to those provisions of the rules and regulations that are cited in the Contract Documents.

4.3 No requirements of the Act, the rules and regulations implementing the Act, or this Contract shall be construed as making the Federal Government a party to the Contract nor will any such requirement interfere, in any way, with the rights of either party to the Contract.

INSPECTION BY OTHERS

5.1 Pursuant to a Joint Participation Agreement between the State of Florida Department of Transportation and the Owner, the State of Florida may pay a portion of the costs of this improvement. The construction work and labor shall be done in accordance with the laws affecting and regulations of the State of Florida Department of Transportation. The construction work and materials, therefore, will be subject to inspection by the State of Florida Department of Transportation or its agents as it or they may deem necessary; provided, however, that such inspections shall not be construed so as to make the State of Florida Department of Transportation a party to this Contract and shall not interfere with the performance of the obligations of any party to this Contract.

ENVIRONMENTAL PROTECTION

6.1 For all construction contracts and subcontracts exceeding One Hundred Thousand Dollars ($100,000.00) where Federal Aid is involved, the Contractor and its subcontractors represent and covenant that:

6.1.1 Any facility to be used in the performance of the Contract or to benefit from the Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.

6.1.2 They comply and will comply with all requirements of Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, environmental protection regulations (40 CFR Part 15) and all regulations issued thereunder.

6.1.3 As a condition for award of a contract, it will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities.

6.1.4 They will include or cause to be included in any contract or subcontract which exceeds One Hundred Thousand Dollars ($100,000.00) the aforementioned criteria and requirements.

ARCHAEOLOGICAL AND HISTORICAL FINDINGS

Unless otherwise specified in the Contract Documents, 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 the Interior.

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

RESTRICTIONS ON USE OF FOREIGN FIRMS AND PRODUCTS

8.1 The Contractor or Subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

8.1.1 is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

8.1.2 has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or is controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

8.1.3 has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

8.2 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 a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

8.3 Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier

subcontracts. The Contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

8.4 The Contractor shall provide immediate written notice to the sponsor if the Contractor learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Subcontractor agrees to provide immediate written notice to the Contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

8.6 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.

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

8.8 The following countries are listed by the Office of the United States Trade Representative as countries which discriminate against U.S. firms: None

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

9.1 The Contractor certifies, by acceptance and execution of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared in eligible or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by executing and accepting this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the contractor or any lower tier participants is unable to certify to this statement, it shall provide the Owner with an explanation prior to the execution of this contract or the contractor's contracts and subcontracts with lower tier participants.

BUY AMERICAN REQUIREMENTS: STEEL & MANUFACTURED PRODUCTS

10.1 The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, Subcontractors, materialmen and Suppliers in the performance of this Contract, as defined in Paragraph 10.2 below:

10.2 The following terms apply to this clause:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.

2. Components. As used in this clause, "components" means those articles, materials and supplies incorporated directly into the steel and manufactured products.

3. Cost of Components. This means the cost for production of the components, exclusive of final assembly costs.

END OF SPECIAL PROVISION NO. 6

SPECIAL PROVISION NO. 7

DUST CONTROL AND HAUL ROADS

1. DUST CONTROL

These specifications are provided as outline requirements for the Contractor to apply water, chemicals, vegetation or other materials to prevent the occurrence of dust which will be objectionable to the operations/users of the area. These shall include, but not be limited to, Airport Aviation operations and maintenance areas; and aircraft and airfield operations. Contractor shall also be obligated to discontinue operations which violate existing laws and regulations or create an undue hazard to air traffic.

All costs for controlling dust or pollutants to the air of any kind shall be incidental to the contract.

2. Haul Roads

Haul roads to be used and constructed under this project shall be those indicated on the drawings or otherwise specifically designated by the Owner or Engineer. At all crossing points with any FAA Weather Bureau or other cable facilities, suitable protection shall be provided over the cable while construction is in progress. In general, the Contractor shall confine equipment and hauling to the areas under construction. While haul roads cross active taxiways which must remain open, the Contractor shall furnish a flagman monitoring the Unicom frequency at each crossing to ensure positive control of the ground traffic. Ground traffic must stop a minimum of one hundred (65.5') feet from the edge of the taxiway while aircraft are moving across the area in question. No soil shall be allowed on the taxiway. The pavement will be cleaned by the Contractor using power brooms or sweepers, as required, to keep the area clear of all soils, clods or other debris.

The access points to the project site shall be as defined on Contract Drawings. The specified gate areas shall be monitored by a gate guard during all Contractor operations. If it is determined by the Engineer that the Contractor's hauling operations are causing excessive damage to the existing gates or pavement areas, the Contractor shall make all necessary repairs. The Contractor shall, at his expense, maintain any airport AOA access gates utilized for his operations. He shall maintain any new supplemental access points and provide the aforementioned gate guards at these locations and shall assume all liability for airport security relating to the use of these gates.

The Contractor shall also be responsible for restoring all airport service roads to their preconstruction conditions where such roads are used by the Contractor for hauling operations. The Contractor and the Engineer shall jointly determine the existing conditions as a basis for this restoration requirement.

The Contractor shall restore all turfed and paved areas used for haul roads to their original condition, including the establishment of turf. All hauling along or crossing the airport and state roads shall be accomplished in accordance with the Florida Department of Transportation Standards and shall be coordinated by and accomplished by the Contractor.

The Contractor shall cover all loads of aggregate being hauled to and from the project site in accordance with state and local laws and regulations.

All costs for hauling, constructing, removing and restoring of haul roads and all related requirements for the dust controls and hauling relating to the completion of the work shall be included in the appropriate items of work contained in the proposal. No separate measurement or payment shall be made for any of the above provisions.

END OF SECTION SP-7

SPECIAL PROVISION NO. 8

HAZARDOUS MATERIAL DISPOSAL

A. Description

This item shall consist of all work required properly dispose of hazardous material (including existing joint sealer material) in accordance with all federal, state, and local codes, rules, and requirements.

B. Contractor Coordination

The Contractor shall coordinate with local agencies governing hazardous material disposal to determine if the existing joint sealer material contains any hazardous material, then shall coordinate determination with AVCON INC. (Mr. John Collins, 850-678-0050). No separate payment shall be made for coordination with governing agency. Payment for coordination shall be incidental to the lump sum price for Mobilization.

C. Disposal Work

If any material is determined to contain hazardous material as defined by the governing agency, the Contractor shall properly remove the material and transport it to a certified hazardous disposal facility.

D. Measurement

No separate measurement shall be made for Hazardous Material Disposal.

E. Basis of Payment

The established allowance (Hazardous Material Disposal) is included in the contract to ensure funding eligibility. It is currently unknown whether hazardous materials are included in the material to be removed in the project. All work performed by the Contractor shall be reimbursed based on actual invoice amount from the disposal site submitted to the Owner from the Contractor and transportation costs to transport the material from the Perry Foley Airport to the disposal site. Only the disposal fees and transportation costs incurred by the contractor shall be paid by the allowance.

Payment will be made under:

Item SP-8	Hazardous Material Disposal	--per allowance (AL)

Contractor shall note that only that portion of the allowance which is invoiced by the disposal site and the transportation costs incurred by the contractor shall be awarded under this contract.

END OF SPECIAL PROVISION NO. 8

SPECIAL PROVISION NO. 9

QUARTZ RUNWAY EDGE LIGHT REPLACEMENT

A. Description

This item shall consist of all work required to remove the existing stake mounted runway edge light and replace with L-861 Quartz Runway Edge Light – Clear/Yellow (A) and shall include the light, base can, transformer, and connector kit. A twenty-foot long L-108-1 1/C L-824-Type C Unshielded #8 AWG 5KV Stranded Copper Cable with twenty-foot long L-108-2 1/C #2 AWG Solid Copper Counterpoise Wire shall be installed in a twenty-foot long L-110-1 1 Way 2" Schedule 40 PVC Concrete Encased Duct. The top of the can shall be at the proposed grade.

B. Materials

L-861, Bi-directional, 180 degree yellow, 180 degree clear Quartz MIRL R/W edge light, column mounted on a L-867B/D deep base can with a "corten" or accepted equivalent base plate with gasket and properly sized L-830 transformer, L-823 connectors, and all incidentals.

L-108-1 1/C L-824-Type C Unshielded #8 AWG 5KV Stranded Copper Cable.

L-108-2 1/C #2 AWG Solid Copper Counterpoise Wire.

L-110-1 1 Way 2" Schedule 40 PVC Concrete Encased Duct.

C. Disposal Work

The existing stake mounted runway edge lights shall be properly disposed of off-site.

D. Measurement

Measurement shall be per each complete, approved fixture. There are two fixtures to be replaced.

E. Basis of Payment

Payment shall be made at the contract lump sum price per each unit, and shall include L-861 Quartz Runway Edge Light – Clear/Yellow (A) which includes the Quartz MIRL R/W edge light, column mounted on a L-867B/D deep base can with "corten" or accepted equivalent base plate with gasket and properly sized L-830 transformer, L-823 connectors, and all incidentals. Complete fixture shall also include L-108 1/C L-824-Type C Unshielded #8 AWG 5KV Stranded Copper Cable, L-108 1/C #2 AWG Solid Copper Counterpoise Wire, and L-110 1 Way 2" Schedule 40 PVC Concrete Encased Duct. Copper cable, copper counterpoise, and concrete encased duct shall be extended twenty feet from the base can to provide and a watertight seal shall be constructed at the end of the duct to provide a watertight seal.

Payment will be made under:

Item SP-9	Quartz Runway Edge Light Replacement	--per each (EA)

END OF SPECIAL PROVISION NO. 9

DIVISION I

SECTION 01010
SUMMARY OF WORK

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

Runway 18-36 Rehabilitation
Perry Foley Airport

The project shall generally include complete removal of existing asphalt pavement, construction of base material and new asphalt pavement, concrete joint rehabilitation, pavement markings, electrical improvements, minor grading, and sodding.

1.2 WORK SEQUENCE

A. The Contractor shall sequence the work as follows:

1. Prior to closing any airfield pavements including runways, taxiways, or aprons, the Contractor shall coordinate with with Airport Administration;

1.3 SPECIAL NOTES

A. General: Limit use of the premises to construction activities within areas indicated; allow for any Owner and tenant occupancy, and use by the public.

B. The Contractor shall coordinate his work in accordance with SECTION 01015 – AVIATION SAFETY REQUIREMENTS DURING CONSTRUCTION.

C. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.

D. Keep driveways and entrances serving the premises clear and available to the Owner, Tenant, their employees at all times, and the public. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

1.4 OWNER OCCUPANCY

A. The Owner will not occupy the site during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner use of the existing airport facilities. Perform the Work so as not to interfere with the Owner's operations.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01010

SECTION 01015
AVIATION SAFETY REQUIREMENTS DURING CONSTRUCTION

PART 1 - GENERAL

1.1 DESCRIPTION

A. During performance of this contract, the airport runways, taxiways, and aircraft parking aprons shall remain in use by aircraft to the maximum extent possible. Aircraft use of areas near the Contractor's work will be controlled to minimize disturbance to the Contractor's operation. The Contractor shall not allow employees, subcontractors, suppliers, or any other unauthorized person to enter or remain in any airport area which would be hazardous to persons or to aircraft operations.

B. All work which is too close to an active runway, taxiway or apron to be performed under operational conditions shall be performed when the runway, taxiway or apron is not in use. Such work shall not be accomplished without prior permission from the Engineer.

C. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs and hazard markings shall be suitably illuminated.

D. For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office).

1.2 CONSTRUCTION AND FACILITIES MAINTENANCE

A. Contractors shall be aware of the following conditions which are potentially hazardous:

1. Trenches, holes, or excavation on or adjacent to any open runway or in safety areas.

2. Unmarked/unlighted holes or excavation in any apron, open taxiway, open taxilane, or related safety area.

3. Mounds or piles of earth, construction materials, temporary structures, or other objects in vicinity of any open runway, taxiway, taxilane, or in a related safety, approach, or departure area.

4. Pavement dropoffs or pavement-turf lips (either permanent or temporary) which could cause, if crossed at normal operating speeds, damage to aircraft that normally use the airport. (The normal maximum is 1-1/2 inches for either).

5. Vehicles or equipment (whether operating or idle) on any open runway, taxiway, taxilane, or in any related safety, approach, or departure area.

6. Vehicles, equipment, excavations, stockpiles, or other materials which could degrade or otherwise interfere with electronic signals from radios or electronic navigational

aids.

7. Unmarked utility, navaid, weather service, runway lighting, or other power or signal cables that, could be damaged during construction.

8. Objects (whether marked or flagged or not) or activities anywhere on or in the vicinity of airport which could be distracting, confusing, or alarming to pilots during aircraft operations.

9. Unflagged/unlighted low visibility items (such as tall cranes, drills, and the like) anywhere in the vicinity of active runways, or in any approach or departure area.

10. Misleading or malfunctioning obstruction lights.

11. Unlighted/unmarked obstructions in approach to any open runway.

12. Inadequate approach/departure surfaces (needed to assure adequate landing/takeoff clearance over obstructions or work or storage areas).

13. Inadequate, confusing or misleading (to user pilots) marking/lighting or runways, taxiways, taxilanes (including displaced or relocated thresholds).

14. Water, snow, dirt, debris, or other transient accumulation which temporarily obscures pavement marking, pavement edges, or derogates visibility of runway/taxiway marking or lighting, or of construction and maintenance areas.

15. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of airport operations area.

16. Trash or other materials with foreign object damage (FOD) potential, whether on runways, taxiways, or aprons, or in related safety areas.

17. Inadequate fencing or other marking to separate construction or maintenance areas from open aircraft operating areas.

18. Failure to control vehicle, human, and large animal access to, and non-essential-non-aeronautical activities in, open aircraft operating areas.

19. Failure to maintain radio communication between construction/maintenance vehicles and air traffic control tower or other on-field communications facility, e.g., FAA Flight Service Station (FSS) or unicom radio.

20. Construction/maintenance activities or materials which could hamper Airport Rescue and Fire Fighting (ARFF) vehicle access from ARFF stations to all parts of the runway/taxiway system, to runway approach and departure areas, and to aircraft parking locations.

21. Bird attractants such as edibles (food scraps, etc.) or other miscellaneous garbage, other trash, grass/crop seeding, or ponded water on airport.

B. Contractors shall conduct activities so as not to violate any safety standards contained herein.

C. Contractors shall inspect all construction and storage areas as often as necessary to be aware of conditions, and promptly take all steps necessary to prevent/remedy any unsafe or potentially unsafe conditions or activities discovered.

D. Before actual commencement of construction activity, Contractor shall (through airport management) give notice (using the Notice-to-Airmen [NOTAM] system) of proposed time and date of commencement of construction in such areas. Should the Contractor have reason to believe that a NOTAM is missing, incomplete or inaccurate, he/she shall notify the responsible airport person immediately.

E. Upon completion of work and return of all such areas to standard conditions, Contractor shall (through airport management) issue notice (using the NOTAM system) of completion of construction.

F. Open trenches or excavations exceeding 6" in depth and 6" in width or stockpiled material will not be permitted within the limits of restricted areas of operational runways or taxiways. Coverings for open trenches or excavations shall be of sufficient strength to support the weight of the heaviest aircraft operating on the runway or taxiway.

G. Security

a. General Notes – The Contractor shall comply with all security requirements specified herein. The Contractor shall designate in writing to the Engineer the name of his/her "Contractor Security Officer." The Contract Security Officer shall represent the Contractor on the security requirements of the Contract.

b. Contractor Personnel Security Orientation – The Contractor Security Officer shall be responsible for briefing all Contractor personnel on these requirements. All new Contractor employees shall be briefed on these requirements prior to working in the construction area.

c. Access to the Site – Contractor's point of access to the site shall be as shown on the plans or as directed by the Engineer. The Contractor shall not permit any unauthorized construction personnel or traffic on the site. The Contractor shall be responsible for traffic control to and from various construction areas on the site. The Contractor is responsible for the immediate clean-up of any debris deposited along the access road as a result of his/her construction traffic. Directional signage at the access gate or work site shall be directed by the Engineer. ~~The Contractor shall provide designated personnel at all AOA (Airside) construction access gates to check badges of all construction workers and related personnel prior to entering the AOA.~~ *Airport security badges shall not be required.*

d. Materials Delivered to the Site – All Contractor's material orders for delivery to the site will use the access point at the Contractor's storage area as a delivery address at the Airport. This will preclude delivery trucks from entering into the Airport or taking shortcuts through the perimeter gates and entering into Aircraft Operations Areas inadvertently. The Owner or Engineer will not be responsible for directing vehicles

delivering contractor material to the staging area.

e. **Construction Area Limits** – The limits of construction, material storage areas, equipment storage area, parking area and other areas defined as required for the Contractor's exclusive use during construction shall be marked by the Contractor and approved by the Engineer. The Contractor shall erect and maintain around the perimeter of these areas suitable fencing, signage and warning devices visible for both day/night use to delineate the perimeter of all such areas.

f. **Vehicle Identification** – The Contractor shall establish and maintain a list of Contractor and subcontractor vehicles authorized to operate on the site. Vehicle permits shall be assigned in a manner to assure positive identification of the unit at all times. In lieu of issuing individual permits, the Contractor can require each vehicle to display a large company sign on both sides of the vehicle and advise Airport Operations, through the Engineer. The Contractor shall provide a current listing of vehicles and companies authorized to enter and conduct work on the Airport. Contractor employee personal vehicles shall be restricted to the Contractor's storage area or Contractor employee parking area, and are not allowed on the airfield at any time.

g. **Additional Safety Requirements** – See Contract Drawings for additional requirements on Security.

PART 2 - PRODUCTS

2.1 NOT APPLICABLE

PART 3 - EXECUTION

3.1 CONSTRUCTION IN PROXIMITY TO RUNWAYS

A. Runway Sides: Construction/maintenance activity is permissible up to the boundary of the runway object free area. The runway Object Free Area is defined by the following distance(s) from the centerline of the runway(s) indicated:

Runway Designation	Feet from Runway C.L.
12-30	250 ft
18-36	250 ft
6-24	250 ft

If the foregoing clearances are not available or cannot be maintained, the runway must be closed. Should a sharp drop-off exist beyond the runway safety area, construction may be permitted inboard of this dimension as long as all activities take place below the elevation of the center of the runway ABEAM such activities.

Construction/maintenance activity may be permitted up to the edge of runway pavement regardless of distance from centerline provided (a) no excavation, stockpiles, vehicles or equipment is involved; (b) prior coordination has been effected with airport management; (c) an appropriate construction/maintenance NOTAM has been issued; and (d) men are moved

well clear of runways during takeoffs and landings of aircraft.

B. Runway Ends: If an appropriate construction/maintenance NOTAM has been issued, construction/maintenance activity is permissible off the ends of the runway indicated below provided the indicated minimum safety area and indicated unobstructed approach slopes are maintained: **Runways 18-36, 12-30 and 6-24**

Whenever construction activity will bring men and/or equipment within the 1,000' object free area or when such activity will obstruct the defined approach slopes, the affected runway must be closed by issuing an appropriate construction/maintenance NOTAM.

C. Taxiway/Taxilane Edges. If an appropriate construction/maintenance NOTAM has been issued, construction/maintenance activities are permissible up to pavement edge of active taxiways/taxilanes provided (1) adequate wingtip/propeller/engine pod clearance exists at all points along taxiway/taxilane, and (2) construction/maintenance areas are adequately marked and lighted for visibility to user pilots. If such clearance is not available, but aircraft could with guidance pass through, construction/maintenance is still permissible up to pavement edges provided wing walkers/aircraft directors are used to guide aircraft through. Otherwise the taxiway/taxilane must be closed for construction/maintenance.

D. If temporary threshold marking is required, the markings shall be furnished and maintained by the Contractor.

E. Closed runway or taxiway markings shall be as shown on plans.

1. Marking. Closed runway markings shall conform to standards in Advisory Circular 150/5340-1. Temporary closures may be signified by painted snowfence, colored plastic, painted sheets of plywood, or similar materials if they have proper layout and are properly secured to prevent movement by propwash, jet blast or other wind currents.

2. Lighting. Approach and visual NAVAID Lighting on a closed runway shall be turned off and kept off during closure. If the closed runway is the only lighted runway on the airport, the rotating beacon shall be turned off.

3. Barricades, flagging and flashers are required. Hazard marking and lighting shall be as required in paragraph 1.1 C and D.

F. Motorized Vehicles

1. When any vehicle other than those approved for use in the aircraft movement area and runway approach area is required to travel over any portion of that area, it shall be escorted by a vehicle properly identified to operate in the area and be provided with a 3-foot square orange flag on a staff attached to the vehicle. A flag or escort vehicle is not required for vehicles which have been painted, marked and lighted for routing use on aircraft movement areas. Any vehicle operating on the movement area during the hours of darkness should be equipped with a flashing amber dome-type light.

2. Vehicular traffic crossing active movement areas must be controlled by two-way

radio flagman, who is monitoring appropriate airport frequencies. The clearance should be confirmed by the driver's personal observation that no aircraft is approaching his position.

3. The Contractor will clearly identify vehicles for control purposes by either assigned initials or numbers prominently displayed on each side. The identifying symbols should be of 8-inch minimum, block-type characters of a color easily read. They may be applied by use of tape or water soluble paint to facilitate removal.

4. Employee parking shall be as designated on the plans. Contractors employees are requested to walk or ride share from the employee parking area to the work site in order to minimize the number of vehicles in the air operations area.

5. Construction Site Access and Haul Roads. Access to the job site shall be as shown on the plans.

G. Navigational Aids. The Contractor shall not conduct any construction activity within the navigational aids (i.e., ILS components, VOR, ASR, ATCT) restricted areas shown on the plans without prior approval from the local FAA Airway Facilities Sector through the Engineer.

H. Limitations on Construction

1. Open-flame welding or torch-cutting operations are prohibited unless adequate fire and safety precautions are provided and have been approved by the Engineer.

2. Open trenches, excavations, stockpiled material, and parked construction equipment at the construction site shall be prominently marked with red flags and lighted by light units during hours of restricted visibility and/or darkness.

3. Closed, Deceptive and Hazardous Areas on the Airport resulting from construction activities shall be marked and lighted.

4. Stockpiled material shall be constrained in a manner to prevent movement resulting from maximum anticipated aircraft blast or forecasted wind conditions.

I. Radio Communications

1. Radio communications are required between the Contractor's Representative and Airport Operations for construction operations.

2. The Contractor will be required to furnish enough radios for his own use (a minimum of two) and one (1) for the use of the Engineer for the life of the contract. The radio supplied to the Engineer shall be of the hand held, portable type with rechargeable battery. The radios will become property of the Contractor at the end of the contract.

J. Debris:

1. Waste and loose material capable of causing damage to aircraft landing gears,

propellers or being ingested in jet engines, shall not be placed on active aircraft movement areas. Material tracked on these areas shall be removed continuously during the work project.

END OF SECTION 01015

SECTION 01025
MEASUREMENT

PART 1 - GENERAL

1.1 MEASUREMENT OF QUANTITIES. All work completed under the Contract will be measured by the OWNER, or his authorized representatives, using units of measurement specified in the Contract Documents.

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 (1 sq. meter) 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 OWNER.

Structures will be measured according to neat lines shown on the Plans or as altered to fit field conditions.

Unless otherwise specified, all Contract items which are measured by the linear foot (meter) 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.

In computing volumes of excavation the average end area method or other acceptable methods will be used.

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 inches.

The term "ton" will mean the short ton consisting of 2,000 pounds (907 kilograms) avoirdupois. All materials which are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designated by the OWNER. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material be paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the OWNER directs, and each truck shall bear a plainly legible identification mark.

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

Bituminous materials will be measured by the gallon, ton or liter. When measured by volume, such volumes will be measured at 60° F (15° C) or will be corrected to the volume at 60° F (15° C) using ASTM

D 1250 for asphalts or ASTM D 633 for tars.

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 bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kilogram) or hundredweight (kilogram).

Timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

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.

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 by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, 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 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.

Scales shall be accurate within one-half percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector 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 one-tenth of 1 percent of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (23-kilogram) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighing-accuracy test will be reduced by the percentage of error in excess of one-half of one percent.

In the event inspection reveals the scales have been "underweighing" (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

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.

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 Engineer. 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.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01025

SECTION 01026
UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements for unit prices.

1. A unit price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of Work required by the Contract Documents are increased or decreased.

2. The estimated quantities of work to be done and materials to be furnished are approximate. The quantities have been estimated for the purpose of comparison of the bids and are not to be assumed to be the actual final quantities which will be necessary to complete the work. The Owner reserves the right to increase or diminish any or all of the quantities of work as Owner sees appropriate. Increases or decreases in quantities from those estimated in the bid will not be considered sufficient grounds for granting an increase in the unit price bid.

3. Unit prices include all necessary labor, material, overhead, profit and applicable taxes.

4. No direct or separate payment will be made for any work required by the Specifications or Drawings unless it is defined as a pay item. Full payment for all such labor, materials, and work required is included under the unit price or lump sum pay items.

5. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, Contractor's office, Engineer's field office, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, maintaining traffic, removal of remaining waste, watchman, bonds, insurance and all other items as required by the contract. Compensation for all such services, materials, and related work is to be included in the prices stipulated for the unit and lump sum pay items listed herein.

6. Refer to individual Specification Sections for construction activities requiring the establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01026

SECTION 01027
APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

B. This Section specifies administrative and procedural requirements governing each prime Contractor's Applications for Payment.

1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Progress schedule, List of Subcontracts, and Submittal Schedule.

C. The Contractor's Progress schedule and Submittal Schedule are included in Section "Submittals."

1.2 SCHEDULE OF VALUES

A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Progress schedule. The Schedule of Values shall consist of the unit prices in the bid summary in addition to a schedule of values for equipment or materials to be purchased and stored on the site prior to installation. All items for which the contractor shall request partial payment in accordance with article 5.11 of the agreement shall be listed in the Schedule of Values.

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

   a. Contractor's progress schedule.
   b. Application for Payment form.
   c. List of subcontractors.
   d. Schedule of allowances.
   e. Schedule of alternates.
   f. List of products.
   g. List of principal suppliers and fabricators.
   h. Schedule of submittals.

2. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials.

3. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Work Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT:

A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Engineer and paid for by the Owner.

1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is the 15th day of each month. The period of construction Work covered by each Application for Payment is the period ending 15 days prior to the date for each progress payment and starting the day following the end of the preceding period.

C. Payment Application Forms: Use AIA Document G 702 and Continuation Sheets G 703 as the form for Application for Payment.

D. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.

1. Entries shall match data on the Schedule of Values and Contractor's Progress schedule. Use updated schedules if revisions have been made.

2. Include amounts of Change Orders and Work Change Directives issued prior to the last day of the construction period covered by the application.

E. Transmittal: Submit 3 executed copies of each Application for Payment to the Owner by means ensuring receipt within 24 hours; one copy shall be complete, including waivers of lien and similar attachments, when required.

1. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Engineer.

2. Transmit with application for payment certified payrolls and MBE, WBE, DBE compliance paperwork as required by Minority Business Enterprise Participation Plan and/or Federal Law Requirements for Bid Solicitation.

3. Transmit with application for payment affidavit stating that all subcontractors, having performed work for which payment is requested, have been paid.

F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics lien from every entity who may lawfully be entitled to file a mechanics lien arising out of the Contract, and related to the Work covered by the payment.

1. Waiver Delays: Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of construction covered by the application.

a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of Work covered by the application who could lawfully be entitled to a lien.

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

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

1. List of subcontractors.

2. List of principal suppliers and fabricators.

3. Schedule of Values.

4. Contractor's Progress schedule (preliminary if not final).

5. Schedule of principal products.

6. Schedule of unit prices.

7. Submittal Schedule (preliminary if not final).

8. List of Contractor's staff assignments.

9. List of Contractor's principal consultants.

10. Copies of building permits

11. Copies of authorizations and licenses from governing authorities for performance of the Work.

H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Administrative actions and submittals that shall proceed or coincide with this application include:

1. Warranties (guarantees) and maintenance agreements.

2. Maintenance instructions.

3. Change-over information related to Owner's occupancy, use, operation and maintenance.

4. Final cleaning.

5. Application for reduction of retainage, and consent of surety.

6. Advice on shifting insurance coverages.

7. Final progress photographs.

8. List of incomplete Work, recognized as exceptions to Engineer's Certificate of Substantial Completion.

SECTION 01030
ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements governing Alternates.

B. Definition: An alternate is an amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

C. Coordination: Coordinate related Work and modify or adjust adjacent work as necessary to ensure that work affected by each accepted Alternate is complete and fully integrated into the project.

D. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted , rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.

E. Schedule: A schedule of alternates is included in the Bid Form. Specification Sections referenced in the Schedule contain requirements for materials necessary to achieve the Work described under each alternate.

1. Include as part of each Alternate, miscellaneous devisces, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01030

J. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:

1. Completion of Project closeout requirements.

2. Completion of items specified for completion after Substantial Completion.

3. Assurance that unsettled claims will be settled.

4. Assurance that Work not complete and accepted will be completed without undue delay.

5. Transmittal of required Project construction records to Owner.

6. Proof that taxes, fees and similar obligations have been paid.

7. Removal of temporary facilities and services.

8. Removal of surplus materials, rubbish and similar elements.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01027

SECTION 01035
MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

A. Supplemental instructions authorizing minor changes in the Work, not involving an adjustment to the Contract Price or Contract Time, will be issued by the Owner in writing. If the Contractor is not in agreement that no change in Contract Price or Contract Time is warranted, submit a claim in accordance with the requirements of this section for Contractor Initiated Change Order proposal requests within 30 days of receipt of the Owner's written supplemental instructions.

1.3 CHANGE ORDER PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Price or Contract Time will be issued by the Owner, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.

1. Proposal requests issued by the Owner are for information only. Do not consider them instruction either to stop work in progress, or to execute the proposed change.

2. Unless otherwise indicated in the proposal request, within 20 days of receipt of the proposal request, submit to the Owner for review an estimate of cost necessary to execute the proposed change.

   a. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.

   b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

   c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.

B. Contractor-Initiated Change Order Proposal Requests: When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Owner.

1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Price and Contract Time.

2. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

4. Comply with requirements in Section "Product Substitutions" if the proposed change in the Work requires the substitution of one product or system for a product or system specified.

C. Proposal Request Form: Use forms provided by the Owner for Change Order Proposals; sample copies are included at the end of this Section.

1.4 WORK CHANGE DIRECTIVE

A. Work Change Directive: When the Owner and Contractor are not in total agreement on the terms of a Change Order Proposal Request, the Owner may issue a Work Change Directive, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. The Work Change Directive will contain a complete description of the change in the Work and designate the method to be followed to determine change in the Contract Price or Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.

1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.5 CHANGE ORDER PROCEDURES

A. Upon the Owner's approval of a Change Order Proposal Request, the Owner will issue a Change Order for signatures of the Owner and Contractor, as provided in the Conditions of the Contract.

B. Modifications to the Contract required due to non-work related aspects of the Contract Documents will be documented by issuance of a Written Amendment, as provided in the General Conditions of the Contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01035

SECTION 01040
PROJECT COORDINATION

PART 1 - GENERAL

1.2 SUMMARY

A. This Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:

1. Coordination
2. Administrative and supervisory personnel
3. General installation provisions
4. Cleaning and protection

1.3 COORDINATION

A. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.

3. Make provisions to accommodate items scheduled for later installation.

4. Coordinate consruction activites with public and private utilities.

   a. Notify "Underground Facilities Protective Organizations" (UFPO) a minimum of 48 hours prior to excavation.

   b. Notify the Owner of any utility locations encountered which conflict with the work. Coordinate with the Owner and Utility Company in the protections, removal, relocation or replacement of conflicting utitlity locations.

B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of schedules.
2. Installation and removal of temporary facilities.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Project closeout activities.

D. Conservation: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work.

1.3 SUBMITTALS

A. Staff Names: Within 15 days of commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.

PART 2 - PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1 GENERAL INSTALLATION PROVISIONS

A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
D. Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level.
E. Recheck measurements and dimensions, before starting each installation.
F. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
G. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

3.2 CLEANING AND PROTECTION

A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration until Substantial Completion is accepted.

B. Clean and provide maintenance on completed construction necessary through the remainder of the construction period.

C. Protection - Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

1. Air contamination or pollution
2. Water or ice
3. Solvents
4. Chemicals
5. Light
6. Radiation
7. puncture
8. Abrasion
9. Heavy traffic
10. Soiling, staining and corrosion
11. Bacteria
12. Rodent and insect infestation
13. Combustion
14. Electrical current
15. High speed operation
16. Improper lubrication
17. Unusual wear or other misuse
18. Contact between incompatible materials
19. Destructive testing
20. Misalignment
21. Excessive weathering
22. Unprotected storage
23. Improper shipping or handling
24. Theft
25. Vandalism

END OF SECTION 01040

SECTION 01050
FIELD ENGINEERING

PART 1 - GENERAL

1.1 SUMMARY

A. General: This Section specifies administrative and procedural requirements for field-engineering services including, but not limited to, the following:

1. Land survey work.
2. Civil-engineering services.

1.2 SUBMITTALS

A. Project Record Documents: Submit a record of Work performed and record survey data as required under provisions of Sections "Submittals" and "Project Closeout".

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Identification: The Owner will identify existing control points and property line survey, when applicable to the Work.

B. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks, before proceeding to lay out the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.

1. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points or requirements to relocate reference points because of necessary changes in grades or locations.

2. Promptly replace lost or destroyed Project control points. Base replacements on the original survey control points.

   a. Replaced survey control points shall be verified by OWNER's Surveyor.

C. Establish and maintain a minimum of 2 permanent benchmarks on the site, referenced to data established by survey control points.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

D. Existing Utilities and Equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction.

1. Prior to construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping.

3.2 PERFORMANCE

A. Work from lines and levels established by the property survey. Establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.

1. Advise entities engaged in construction activities of marked lines and levels provided for their use.

2. As construction proceeds, check every major element for line, level, and plumb.

B. Surveyor's Log: Maintain a surveyor's log of control and other survey work. Make this log available for reference to the OWNER and the Designer.

1. Record deviations from required lines and levels, and advise the OWNER when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.

C. Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes, and invert elevations by instrumentation and similar appropriate means.

E. Existing Utilities: Furnish information necessary to adjust, move, or relocate existing structures, utility poles, lines, services, or other appurtenances located in or affected by construction. Coordinate with local authorities having jurisdiction.

END OF SECTION 01050

SECTION 01300
SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including;

1. Contractor's progress schedule.
2. Submittal schedule.
3. Daily construction reports.
4. Shop Drawings.
5. Product Data.
6. Samples.

B. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:

1. Permits.
2. Applications for payment.
3. Performance and payment bonds.
4. Insurance certificates.
5. List of Subcontractors.

C. The Schedule of Values submittal is included in Section 01027 "Applications for Payment."

D. Inspection and test reports are included in the contract documents.

1.2 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.

   a. The Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

3. Processing: Allow sufficient review time so that installation will not be delayed as a

result of the time required to process submittals, including time for resubmittals.

a. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals, or if required specifically by the Specifications. The Owner will promptly advise the Contractor when a submittal being processed must be delayed for coordination.

b. If an intermediate submittal is necessary, process the same as the initial submittal.

c. Allow two weeks for reprocessing each submittal.

d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Owner sufficiently in advance of the Work to permit processing.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.

2. Include the following information on the label for processing and recording action taken.

a. Project name.
b. Date.
c. Name and address of Engineer.
d. Name and address of Contractor.
e. Name and address of subcontractor.
f. Name and address of supplier.
g. Name of manufacturer.
h. Number and title of appropriate Specification Section.
i. Drawing number and detail references, as appropriate.

C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Owner using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.

1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

1.3 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit within seven (7) calendar days of Notice of Award.

1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values" (Bid Summary).

2. Within each time bar indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.

3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.

4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the Work.

5. Coordinate the Contractor's progress schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.

6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Engineer's procedures necessary for certification of Substantial Completion.

B. Work Stages: Indicate important stages of construction for each major portion of the Work, including testing and installation.

C. Cost Correlation: At the head of the schedule, provide a two item cost correlation line, indicating "precalculated" and "actual" costs. On the line show dollar-volume of Work performed as of the dates used for preparation of payment requests.

1. Refer to Section 01027 "Applications for Payment" for cost reporting and payment procedures.

D. Distribution: Following response to the initial submittal, print and distribute copies to the Engineer, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.

1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

E. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

1.4 SUBMITTAL SCHEDULE

A. After development and acceptance of the Contractor's progress schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for establishment of the Contractor's progress schedule.

1. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's progress schedule.

2. Prepare the schedule in chronological order; include submittals required during the first 10 days of construction. Provide the following information:

   a. Scheduled date for the first submittal.
   b. Related Section number.
   c. Submittal category.
   d. Name of subcontractor.
   e. Description of the part of the Work covered.
   f. Scheduled date for resubmittal
   g. Scheduled date the Engineer's final release or approval.

B. Distribution: Following response to initial submittal, print and distribute copies to the Engineer, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.

1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

C. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

1.5 DAILY CONSTRUCTION REPORTS

A. Prepare a daily construction report, recording the following information concerning events at the site; and submit duplicate copies to the Engineer at weekly intervals:

1. List of subcontractors at the site.
2. Approximate count of personnel at the site.
3. High and low temperatures, general weather conditions.
4. Accidents and unusual events.
5. Meetings and significant decisions.
6. Stoppages, delays, shortages, losses.
7. Meter readings and similar recordings.
8. Emergency procedures.
9. Orders and requests of governing authorities.
10. Change Orders received, implemented.
11. Services connected, disconnected.
12. Equipment or system tests and start-ups.

13. Partial Completions, occupancies.
14. Substantial Completions authorized.

1.6 SHOP DRAWINGS

A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.

B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:

1. Dimensions.

2. Identification of products and materials included.

3. Compliance with specified standards.

4. Notation of coordination requirements.

5. Notation of dimensions established by field measurement.

6. Sheet Size: Except for templates, patterns and similar full- size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 36" x 48".

7. Submittal: Submit one correctable translucent reproducible print, four blue- or black-line prints for the Engineer's review.

8. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

1.7 PRODUCT DATA

A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

a. Manufacturer's printed recommendations.
b. Compliance with recognized trade association standards.
c. Compliance with recognized testing agency standards.
d. Application of testing agency labels and seals.
e. Notation of dimensions verified by field measurement.

f. Notation of coordination requirements.

2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

3. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.

4. Submittals: Submit 5 copies of each required submittal; submit 2 additional copies where required for maintenance manuals.

   a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

5. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.

   a. Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.

   b. Do not permit use of unmarked copies of Product Data in connection with construction.

B. Material Data Safety Sheets: In accordance with Chapter 442 of the Florida Statutes, it is the vendor's responsibility to provide Okaloosa County with Material Safety Sheets on the proposed materials, as it may apply to this project.

1.8 ENGINEER'S ACTION

A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Engineer will review each submittal, mark to indicate action taken, and return promptly.

   1. Compliance with specified characteristics is the Contractor's responsibility.

B. Action Stamp: The Engineer will stamp each submittal indicating the results of the review and/or action to be taken. The stamp shall indicate the following:

   1. Final Unrestricted Release: Where submittals are marked "Reviewed No Comments" that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.

   2. Final-But-Restricted Release: When submittals are marked "Reviewed, Comments As Noted" that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.

3. Returned for Resubmittal: When submittal is marked "Rejected; Revise and Resubmit", do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.

   a. Do not permit submittals marked "Rejected; Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.

4. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Not Reviewed."

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

SECTION 01510
STORMWATER POLLUTION PREVENTION PLAN

SITE DESCRIPTION

A. Construction Activity:

The project includes complete removal of existing asphalt pavement, construction of base material and new asphalt pavement, pavement markings, electrical improvements, minor grading, and sodding.

B. Project Limits:

The project limits as indicated on the plans.

C. Major Soil Disturbing Activities:

Soil disturbing activities include minor grading work along the runway shoulders. The order of construction activities will be as follows:

1. Install erosion control measures (i.e. silt fences)
2. Construct staging facilities
3. Perform pavement rehabilitation work
4. Perform minor grading work
5. Install permanent soil stabilization

D. Total Project Area: 50 acres
Total Disturbed Area: 3 acres

E. Runoff Coefficients Before (B), During (D), and After (A) Construction:

Pre and post runoff coefficients do not change.

F. Description of Soil:

The Soil Conservation Service (1995) Soil Survey for Taylor County, Florida, identifies the predominant soil in the vicinity of the project to consist of Lakeland (Type A). These soils are considered as well drained soils.

G. Site Map:

The location of the project is identified on the vicinity map shown on the first sheet of the construction plans.

H. Name of Receiving Waters:

The Suwannee River Tributary receives all of the discharged storm water from construction activities after traveling through a series of ditches.

EROSION AND SEDIMENT CONTROLS

Placement of straw bales and silt fences will be located as shown in the plans. In addition, Item P-156, "Temporary Air and Water Pollution, Soil Erosion, and Siltation Control" of the Project Specifications will be observed. The contractor will also be required to modify the plan or material to adapt to seasonal variations. Hay or straw bales will degrade according to the site conditions where installed and are to be replaced as necessary.

During the construction operations, the following control measures will be used to prevent erosion and sedimentation:

SEDIMENT CONTROL DEVICES	COMMON USES
Mowing	Maintenance of vegetated areas
Baled Hay or Straw	Inlets, swales
Staked Silt Fence	Inlets, swales, erodile areas
Seeding and Mulch	Permanent soil stabilization
Sodding	Permanent soil stabilization

A. Stabilization Practices - General

The contractor shall be responsible for the following measures:

Clearing and grubbing operations are controlled so as to minimize exposure of unprotected erodible areas during periods of inclement weather. Areas outside the limits of construction will not be disturbed.

Excavated material will not be deposited in locations where it could be washed away by high water conditions or storm water runoff. Any stockpiled material shall be protected using artificial covering.

New and existing structures will be protected from siltation during construction, using hay bales and staked silt fences as appropriate.

Erosion and sediment control measures are to be placed prior to, or as the first step in construction. Sediment control devices will be employed as a preventive and perimeter defense against the transport of material off the site.

Stabilization measures (such as hay bales or silt barriers) shall be initiated for erosion and sediment control on disturbed areas within 24 hours in portions of the site where construction activities have temporarily ceased.

Permanent soil erosion control measures for all slopes, ditches or any disturbed land areas shall be completed immediately after final grading. When it is not possible to permanently protect a disturbed area immediately after grading operations, temporary erosion control measures shall be installed. All temporary protection shall be maintained until permanent measures are in place and established.

The Contractor shall furnish, install, maintain and subsequently remove, all necessary erosion control, including but not limited to silt fences, hay bales, and any other miscellaneous items as indicated within the contract documents, or as required per

applicable standards or the project engineer.

The Contractor is advised that the contract drawings only indicate erosion, sediment and turbidity controls at locations determined in the design process. However, the Contractor is required to provide any additional controls necessary to prevent the possibility of silting any adjacent lowland parcel or receiving water.

B. Structural Practices - General

The following structural practices have been included in the construction plans:

Staked Silt Fence and Hay Bales will be utilized for perimeter containment of sediment around the construction site and as required at the toe of slopes, along active construction adjacent to the runway and taxiway, sloped swales as ditch checks and other areas between the phases of construction.

C. Storm Water Management - General

Presently, runoff is conveyed by swales to stormwater management facilities. Existing outfall locations will remain unchanged for the proposed conditions.

D. Other Controls

1. Waste Disposal

All construction waste material shall be collected and hauled to a permitted landfill.

2. Off-Site Tracking/Spillage

The Contractor shall prevent the spillage of materials onto existing roadways. Loaded haul trucks shall be covered with a tarpaulin. Any spillage shall be promptly removed by the contractor.

3. Sanitary Waste

At a minimum, portable sanitary units shall be provided by the Contractor and wastes collected by a licensed sanitary waste management contractor as required by FAC.

4. Fertilizers and Pesticides

Fertilizers and pesticides, if used, shall be applied in accordance with manufacturers' recommendations, and Project Specifications.

5. Non-Storm Water Discharges and Hazardous Waste

When the Contractor encounters a spill, construction will stop and work will not resume until directed by the project engineer. Disposition of hazardous waste will be made in accordance with any requirements and regulations of any local, state, or federal agency having jurisdiction.

E. Approved State and Local Plans or Permits

Contacts have been made with the Florida Department of Environmental Protection - Northwest District and Okaloosa County. Stormwater permits have been applied for due to the additional runoff and are expected to be approved.

MAINTENANCE

The Contractor shall be responsible for maintaining all pollution prevention controls. Daily inspections shall be made by the Contractor to determine the effectiveness of erosion, sedimentation, and pollution control measures. Remedial action shall be performed without delay.

INSPECTION

The Contractor is required to inspect and maintain controls on a daily basis.

END OF SECTION 01510

NOTICE OF INTENT TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES (RULE 62-621.300(4), F.A.C.)

This Notice of Intent (NOI) form is to be completed and submitted to the Department before use of the Generic Permit for Stormwater Discharge From Large and Small Construction Activities provided in Rule 62-621.300(4), F.A.C. The type of project or activity that qualifies for use of the generic permit, the conditions of the permit, and additional requirements to request coverage are specified in the generic permit document [DEP Document 62-621.300(4)(a)]. **The appropriate generic permit fee, as specified in Rule 62-4.050(4)(d), F.A.C., shall be submitted with this NOI in order to obtain permit coverage.** **Permit coverage will not be granted without submittal of the appropriate generic permit fee.** You should familiarize yourself with the generic permit document and the attached instructions before completing this NOI form. **Please print or type information in the appropriate areas below.**

I. IDENTIFICATION NUMBER: Project ID _____

II. APPLICANT INFORMATION:

A. Operator Name:			
B. Address:			
C. City:		D. State:	E. Zip Code:
F. Operator Status:	G. Responsible Authority:		
	H. Phone No.:		

III. PROJECT/SITE LOCATION INFORMATION:

A. Project Name:			
B. Project Address/Location:			
C. City:		D. State:	E. Zip Code:
F. County:	G. Latitude: ° ' "	Longitude: ° ' "	
H. Is the site located on Indian lands? ☐ Yes ☐ No		I. Water Management District:	
J. Project Contact:			K. Phone No.:

DEP Form 62-621.300(4)(b)
Effective May 1, 2003

IV. PROJECT/SITE ACTIVITY INFORMATION:

A. Indicate whether Large or Small Construction (check only one):	☐ Large Construction (Project will disturb five or more acres of land.) ☐ Small Construction (Project will disturb one or more acresbut less than five acres of land.)		
B. Approximate total area of land disturbance from commencementthrough completion of construction: _____ Acres			
C. SWPPP Location	☐ Address in Part II above	☐ Address in Part III above	☐ Other address (specify below)
D. SWPPP Address:			
E. City:		F. State:	G. Zip Code:
H. Construction Period	Start Date:	Completion Date:	

V. DISCHARGE INFORMATION

A. MS4 Operator Name (if applicable):
B. Receiving Water Name:

VI. CERTIFICATION[1]:

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 gather and evaluate 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 and Official Title (Type or Print):

Signature: _____ Date Signed: _____

[1] Signatory requirements are contained in Rule 62-620.305, F.A.C.

INSTRUCTIONS – DEP FORM 62-621.300(4)(b)
NOTICE OF INTENT (NOI) TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES

Who Must File an NOI:

Federal law at 40 CFR Part 122 prohibits the point source discharge of pollutants, including the discharge of stormwater associated with large construction activities as defined at 40 CFR 122.26(b)(14)(x) or small construction activities as defined at 40 CFR 122.26(b)(15), to waters of the United States without a National Pollutant Discharge Elimination System (NPDES) permit. Under the State of Florida's authority to administer the NPDES stormwater program at 403.0885, F.S., operators that have stormwater discharge associated with large or small construction activities to surface waters of the State, including through a Municipal Separate Storm Sewer System (MS4), must obtain coverage either under a generic permit issued pursuant to Chapter 62-621, F.A.C., or an individual permit issued pursuant to Chapter 62-620, F.A.C.

Where to File NOI:

NOIs for coverage under this generic permit must be sent to the following address:

NPDES Stormwater Notices Center, MS #2510
Florida Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Permit Fee:

Permit fees for large and small construction activities to be covered under the generic permit are specified in Rule 62-4.050(4)(d), F.A.C. The appropriate generic permit fee (either for large or small construction activities) must be submitted along with the completed NOI in order to obtain coverage under the generic permit. **Generic permit coverage will not be granted without payment of the appropriate permit fee.**

The permit fee shall be paid by either check or money order made payable to: "Florida Department of Environmental Protection"

Part I – Identification Number

Enter the project's DEP identification number (generic permit coverage number) if known. If an ID number has not yet been assigned to this project (i.e., if this is a new project), leave this item blank.

Part II – Applicant Information

Item A.: Provide the legal name of the person, firm, contractor, public organization, or other legal entity that owns or operates the construction activity described in this NOI. The operator is the legal entity that has authority to control those activities at the project necessary to ensure compliance with the terms and conditions of the generic permit.

Items B. – E.: Provide the complete mailing address of the operator, including city, state, and zip code.

Item F.: Enter the appropriate one letter code from the list below to indicate the legal status of the operator:

F = Federal; S = State; P = Private; M = Public (other than federal or state); O = Other

Items G. – H.: Provide the name and telephone number (including area code) of the person authorized to submit this NOI on behalf of the operator (e.g., Jane Smith, President of Smith Construction Company on behalf of the operator, Smith Construction Company; John Doe, Public Works Director on behalf of the operator, City of Townsville; etc.). This should be the same person as indicated in the certification in Part VI.

Part III – Project/Site Location Information

Items A. – E.: Enter the official or legal name and complete street address, including city, state, and zip code of the project. Do not provide a P.O. Box number as the street address. If it lacks a street address, describe the project site location (e.g., intersection of State Road 1 and Smith Street).

Item F.: Enter the county in which the project is located.

Item G.: Enter the latitude and longitude, **in degrees-minutes-seconds format**, of the approximate center of the project.

Item H.: Indicate whether the project is located on Indian lands.

Item I.: Enter the appropriate five or six letter code from the list below to indicate the Water Management District the project is located within:

NWFWMD = Northwest Florida Water Management District
SRWMD = Suwannee River Water Management District
SFWMD = South Florida Water Management District
SWFWMD = Southwest Florida Water Management District
SJRWMD = St. John's River Water Management District

Items J. – K.: Give the name, title, and telephone number (including area code) of the project contact person. The project contact is the person who is thoroughly familiar with the project, with the facts reported in this NOI, and who can be contacted by the Department if necessary.

Part IV – Project/Site Activity Information:

Item A.: Check the appropriate box to indicate whether the project involves large construction activity or small construction activity. **Check one box only.**

"Large Construction Activity" means construction activity that results in the disturbance of five (5) or more acres of total land area. Large construction activity also includes the disturbance of less than five acres of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb five acres or more.

"Small Construction Activity" means construction activity that results in the disturbance of equal to or greater than one (1) acre and less than five (5) acres of total land area. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale that will ultimately disturb equal to or greater than one acre and less than five acres.

Item B.: Provide the approximate total area of land disturbance in acres that the project will involve from commencement of construction through completion.

Items C. - G..: Indicate the location where the Stormwater Pollution Prevention Plan (SWPPP) can be viewed. Provide the address where the SWPPP can be viewed if other than as provided in Parts II or III of the NOI. **Note that to be eligible for coverage under the generic permit, the SWPPP must have been prepared prior to filing this NOI.**

Item H.: Enter the estimated construction start and completion dates in the MM/DD/YY format.

Part V – Discharge Information

Item A.: If stormwater from the project discharges to a municipal separate storm sewer system (MS4), enter the name of the operator of the MS4 (e.g., City of Tallahassee MS4, Orange County MS4, FDOT MS4, etc.). If stormwater from the project does not discharge to an MS4 but rather discharges to surface waters of the State, leave this item blank or indicate "N/A" and skip to Item B of this part. **Please note that if the project discharges stormwater to an MS4, you must provide the MS4 operator with a copy of the completed NOI.**

Item B.: If the project discharges stormwater to surface waters of the State, and not to an MS4, enter the name of the receiving water body to which the stormwater is discharged. Please provide the first named water body to which the stormwater from the project is discharged (e.g., Cypress Creek, Tampa Bay, unnamed ditch to St. Johns River, Tate's Hell Swamp, etc.).

Part VI – Certification

Type or print the name and official title of the person signing the certification. Please note that this should be the same person as indicated in Item II.G. as the Responsible Authority. Sign and date the certification.

Section 403.161, F.S., provides severe penalties for submitting false information on this application (NOI) or anyreports or records required by a permit. There are both civil and criminal penalties, in addition to the revocation of permit coverage for submitting false information.

Rule 62-620.305, F.A.C., requires that the NOI and any reports required by the permit to be signed as follows:

A. For a corporation, by a responsible corporate officer as described in Rule 62-620.305, F.A.C.;
B. For a partnership or sole proprietorship, by a generalpartner or the proprietor, respectively; or,
C. For a municipality, state, federal or other public facility, by a principal executive officer or elected official.

SECTION 01700
PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:

1. Inspection procedures.
2. Project record document submittal.
3. Submittal of warranties.
4. Final cleaning.

B. Closeout requirements for specific construction activities are included in the appropriate Techincal Specifications.

1.2 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.

    a. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

2. Advise Owner of pending insurance change-over requirements.

3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.

4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.

5. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.

6. Deliver tools, spare parts, extra stock, and similar items.

7. Make final change-over of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of change-over in security provisions.

8. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.

9. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

B. Inspection Procedures: On receipt of a request for inspection, and notification that the work is substantially complete, the Owner will either proceed with inspection or advise the Contractor of unfilled requirements. The Owner will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

1. The Owner will repeat inspection when requested and assured that the Work has been substantially completed.

2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.3 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.

3. Submit a certified copy of the Owner's inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Owner.

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

5. Submit consent of surety to final payment.

6. Submit a final liquidated damages settlement statement.

7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

8. Submit evidence from surety that payment and performance bond shall remain in effect one (1) year following final payment.

B. Reinspection Procedure: The Owner will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner.

1. Upon completion of reinspection, the Owner will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

2. If necessary, reinspection will be repeated.

C. Contractor's Close-out Submittals:

1. Release of Liens – A certified letter from the Contractor to release and discharge the Owner, its officers, agents and employees of and from all liabilities, obligations and claims under or arising out of said contract.

2. Contractor's Advertisement of Completion – The Contractor immediately after being notified by the Engineer that all other requirements of his contract have been completed shall give notice of said completion by an advertisement for a period of four (4) successive weeks in the newspaper with the largest circulation published within the county or counties where the work is performed. Proof of publication of said notice shall be made by the Contractor to the Owner, by affidavit of the publisher and a printed copy of the published notice. If no newspaper is published in any county where the work is done, the notice may be given by posting at the courthouse for thirty (30) days and proof of same shall be made by the Probate Judge or Sheriff and the Contractor.

D. Final Application for Payment:

1. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the conditions of the contract. Included in the final Application for Payment shall be the affidavit of the Advertisement for Completion, Release of Liens, and Proof of Completed Operations Insurance.

1.4 RECORD DOCUMENT SUBMITTALS

A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Owner's reference during normal working hours.

B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.

2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.

3. Note related Change Order numbers where applicable.

4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.

1. Upon completion of the Work, submit record Specifications to the Owner for the Owner's records.

D. Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark-up of record drawings and Specifications.

1. Upon completion of mark-up, submit complete set of record Product Data to the Owner for the Owner's records.

E. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Owner for the Owner's records.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities."

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

1. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.

   a. Remove labels that are not permanent labels.

   b. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

C. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

1. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION 01700

SECTION 01740
WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.

1. The Contract Documents specify terms of the Contractor's special warranty of workmanship and materials.

2. General closeout requirements are included in Section 01700"Project Closeout."

3. Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Technical Submittal Sections and General and Supplemental Conditions.

4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.2 DEFINITIONS

A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.3 WARRANTY REQUIREMENTS

A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

E. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.4 SUBMITTALS

A. Submit written warranties to the Owner prior to the date certified for Substantial Completion. If the Owner's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Owner.

1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Owner within fifteen days of completion of that designated portion of the Work.

B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, Contractor is to prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Contractor is to submit a draft to the Owner for approval prior to final execution.

C. Form of Submittal: At Final Completion, compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

D. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.

1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address

and telephone number of the installer.

2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS, the Project title or name, and the name of the Contractor.

3. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

END OF SECTION 01740

TECHNICAL SPECIFICATIONS

ITEM M-101

MOBILIZATION AND MAINTENANCE OF TRAFFIC

PART 1 - DESCRIPTION

101-1.1 GENERAL. The work specified in this item consists of preparatory work and operations to mobilize for beginning work on the project. Mobilization shall include, but not be limited, to those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, utilities, safety equipment and first aid supplies, sanitary and other facilities, as required by these specifications and State and local laws and regulations. This Section also includes all preparatory work, operations to maintain aircraft and vehicular traffic, compliance with safety provisions, compliance with airport security and badging requirements, and field identification of airport property boundary. The costs of bonds and any required insurance, permitting, and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials, shall also be incidental to this Section.

101-1.2 DEMOBILIZATION. Upon or before issuance of substantial completion, the Contractor shall promptly begin to demobilize men, equipment, and facilities form the project site. At the time of final completion all materials, equipment, offices and temporary facilities shall be removed from the site. All staging areas, storage areas, and access routes shall be fully restored to their previous conditions or as otherwise approved by the Engineer. Final payment as well as all retainage may be withheld until the site restoration and demobilization are complete.

PART 2 - BASIS OF PAYMENT

101-2.1 GENERAL. The work and incidental costs covered under this item shall be paid for at the contract lump sum price for Mobilization and Maintenance of Traffic.

101-2.2 PARTIAL PAYMENTS. Partial payments will be made in accordance with the following:

Percent of Original Contract Amount Earned	Allowable Percent of the Lump Sum Price for the Item*
5	25
10	50
25	75
50	100

* The Lump Sum amount to be paid for under this item is limited to ten (10%) percent of the original Contract amount. Any amount bid in excess of ten (10%) percent will be paid upon completion of all work on the contract. The standard retainage, as specified in the General Conditions, shall be applied to this item.

Payment shall be made under:

Pay Item M-101 ***Mobilization and Maintenance of Traffic-- Lump Sum (LS)***

END OF ITEM M-101

ITEM P-120

DEMOLITION

DESCRIPTION

This item shall consist of the demolishing, removal and disposal of structures, fences, asphalt and concrete pavement, storm drainage pipe and structures, utilities, and all other miscellaneous items as indicated on the plans and in the manner indicated by the instructions supplied on the drawings and in these Specifications or as directed by the Engineer. All structures to be removed shall be removed to their full depth. These items include all associated tasks required to dispose of the facilities intended for demolition, to protect existing facilities which are to remain, and to establish turf in areas disturbed by the demolition activities.

GENERAL REQUIREMENTS

120-2.1 PERMITS AND LICENSES. The Contractor shall obtain all necessary permits and licenses for performing the work and furnish a copy of same to the Engineer prior to commencing the work. Contractor shall comply with the requirements of the permits.

120-2.2 NOTICES. The Contractor shall issue written notices of planned demolition to companies or local authorities owning utility conduit, wires or pipes running to or through the project site. The Contractor shall submit copies of said notices to the Engineer.

120-2.3 UTILITY SERVICES. The Contractor shall notify utility companies or local authorities furnishing gas, water, electrical, telephone or sewer service to remove any equipment owned by them in structures to be demolished and to remove, disconnect, cap or plug their services to facilitate demolition. The Contractor shall not demolish or remove any existing work that would result in an interruption of any utility service until that service is relocated either by the Contractor or by others as noted on the Plans or directed by the Engineer.

RELATED WORK

120-3.1 All excavation and embankment shall be performed in accordance with Item P-152

120-3.2 All sodding shall be performed in accordance with Item T-904.

CONSTRUCTION METHODS

120-4.1 PREPARATION

A. **Safety:** The Contractor shall provide and maintain temporary safety barriers and other safety and security devices as necessary to protect the public and project personnel from injury due to demolition work. The Contractor shall protect from damage all existing work, equipment and improvements that are to remain and restore all damage caused by the demolition work at no cost to the Owner.

B. Salvage: The Contractor shall remove equipment, devices and materials to be salvaged with the minimum amount of damage and store on the site as directed by the Owner. The Contractor shall store salvaged equipment and materials, which can be damaged by the weather in a weather tight building or area on site. The Contractor shall remove from the site any salvaged items that are determined to be of no value to the Owner after removal and Owner's inspection.

102-4.2 PERFORMANCE

A. General: The Contractor shall completely remove and dispose of existing structures and appurtenances from the site as indicated on Drawings, salvage indicated items and clean up the site after completion of the demolition work. The Contractor shall perform demolition and removal in compliance with applicable laws and ordinances and in such a manner as to avoid hazard to persons and property and to prevent spread of dust and flying particles.

B. Equipment Removal: Prior to demolition of structures, the Contractor shall remove all mechanical and electrical equipment installed therein and carefully remove all items that are to be salvaged.

C. Concrete Slabs And Vaults: The Contractor shall remove concrete slabs, foundation walls and concrete vault walls and tops full depth.

D. Yard Piping and Valves: The Contractor shall remove all yard piping and valves, which are in conflict with proposed work and are not to remain in service. The Contractor shall salvage the valves for the Owner and remove piping and fitting from the property. The Contractor shall either remove from the site at no extra cost to the Owner or cap the ends with suitable fittings and backfill all abandoned yard piping not in conflict with the proposed work.

E. Pavement Removal: The Contractor shall carefully sawcut through the complete depth of pavement to a neat line along the limits of pavement removal as shown on the Plans or as directed by the Engineer. The Contractor shall then remove the asphalt, concrete, or asphalt/concrete pavement structure full depth including any stabilized or non-stabilized base, being careful not to damage the adjacent or underlying pavement that is to remain. Broken up pavements, masonry and concrete rubble shall be disposed of off airport property and shall become the property of the Contractor. The Contractor's removal operation shall not cause damage to cables, utility ducts, pipelines, or drainage structures under the pavement. Any damage shall be repaired by the Contractor at no expense to the airport owner.

F. Pavement Millings: In pavements areas designated on the drawings for milling of the existing surface, the existing asphalt concrete surface to be milled is of variable thickness (refer to summary of pavement cores in geotechnical report). Depth of milling shall be adjusted to remove entire asphalt concrete surface and scarify the underlying concrete. The airport shall retain first right of refusal for all asphalt millings resulting from demolition operations on this project.

G. Backfilling: All excavations caused by pavement, drainage, structural, and foundation removal shall be backfilled with embankment or other suitable material to smooth finished grad or, in areas designated for new construction, finished subgrade elevation.

Placement, compaction and grading of this material shall not be measured for separate payment, but is considered incidental to demolition.

H. Asbestos Removal: Asbestos material found to exist in the facilities to be demolished shall be removed and disposed of in accordance with 29 CFR 1926.1101 and 1910.1001.

I. Modifications:

a. The Contractor shall cut and remove existing work necessary for modifications and installation of new work with a minimum of damage to the work that is to remain. The Contractor shall repair or restore any damage done to existing facilities, which are to remain at no cost to and to the satisfaction of the Owner.

b. The Contractor shall remove on a daily basis all debris created within facilities which are to remain in service during the modification work, and broom clean the floor at the end of each day's operation. The Contractor shall not subject plant operators to hazardous areas while performing their duties to maintain the plant in service.

c. The Contractor shall follow other specific instructions for the modification work given in other sections of these specifications and as shown on the Drawings.

120-4.3 CLEANUP

A. The Contractor shall clean site to a condition satisfactory to the Engineer, free from demolished materials, rubbish or debris. The Contractor shall grade site to meet adjacent contours and provide flow for surface drainage. All unpaved areas disturbed during construction shall receive topsoil and be seeded or sodded site once graded.

B. The Contractor shall restore items intended to remain that have been damaged by demolition work at no cost to the Owner.

C. The Contractor shall return all interrupted utility services to their pre-demolition state and disconnect temporary services, unless otherwise specified.

METHOD OF MEASUREMENT

120-5.1 The unit of measurement for concrete pavement removal shall be the number of square yards removed by the Contractor to the full-depth of the pavement including stabilized or non-stabilized base or subbase material. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment.

120-5.1 The unit of measurement for asphalt pavement removal shall be the number of square yards removed by the Contractor to the full-depth of the pavement including stabilized or non-stabilized base or subbase material. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment.

120-5.3 No measurement will be made for miscellaneous structure removal and site preparation. The cost of removing miscellaneous structures and site preparation shall be paid for on a lump sum basis.

BASIS OF PAYMENT

120-6.1 Payment for Concrete Pavement Removal. Payment for concrete pavement removal shall be made at contract unit price per square yard of removal of existing concrete pavement, including all base material. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and disposing of the material and for all labor, equipment, tools, and incidentals necessary to complete these items.

120-6.2 Payment for Asphalt Pavement Removal. Payment for asphalt pavement removal shall be made at contract unit price per square yard for removal of existing asphalt pavement, including all base material. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete these items.

120-6.3 Payment for Miscellaneous Demolition. Payment for removal of miscellaneous structures and appurtenances, including but not limited to fences, shall be made at the contract lump sum price for miscellaneous demolition. This price shall compensate contractor for all work associated with structure removal, pipe removal, fence removal, or utility removal, including removal, hauling off airport site, refurbishment, patching, labor, equipment, tools and incidentals necessary to complete the item. Payment for removal of existing concrete of asphalt pavements (full-depth) shall be made separately.

Payment will be made under:

Item P-120-1 ***Pavement Removal – Complete Asphalt Removal (Approx. 2" Depth) – per square yard (SY)***

Item P-120-2 ***Pavement Removal – Complete Asphalt Removal (Approx. 1 1/4" Depth – per square yard (SY)***

Item P-120-3 ***Pavement Removal – Complete Concrete Removal (Approx. 6" Depth) – per square yard (SY)***

END OF ITEM P-120

ITEM P-152

EXCAVATION AND EMBANKMENT

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical section shown on the plans.

152-1.2 CLASSIFICATION. All material excavated shall be classified as defined below:

a. Unclassified Excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature, which is not otherwise classified and paid for under the following items.

b. Rock Excavation. Rock excavation shall include all solid rock in ledges, in bedded deposits, in unstratified masses, and conglomerate deposits which are so firmly cemented they cannot be removed without blasting or using rippers. All boulders containing a volume of more than 1/2 cubic yard (0.4 cubic meter) will be classified as "rock excavation".

c. Muck Excavation: Muck excavation shall consist of the removal and disposal of deposits or mixtures of soils and organic matter not suitable for foundation material. Muck shall include materials that will decay or produce subsidence in the embankment. It may be made up of decaying stumps, roots, logs, humus, or other material not satisfactory for incorporation in the embankment.

d. Drainage Excavation: Drainage excavation shall consist of all the excavation made for the primary purpose of drainage and includes drainage ditches, such as intercepting, inlet or outlet, temporary levee construction, or any other type as shown on the plans.

e. Borrow Excavation. Borrow excavation shall consist of approved material required for the construction of embankment or for other portions of the work in excess of the quantity of usable material available from required excavations. Borrow material shall be obtained from areas within the limits of the airport property but outside the normal limits of necessary grading, or from areas outside the airport.

152-1.3 UNSUITABLE EXCAVATION. Any material containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material, when approved by the Engineer as suitable to support vegetation, may be used on the embankment slope.

CONSTRUCTION METHODS

152-2.1 GENERAL. Before beginning excavation, grading, and embankment operations in any area, the area shall be completely cleared and grubbed in accordance with Item P-151.

The suitability of material to be placed in embankments shall be subject to approval by the Engineer. All unsuitable material shall be disposed of in waste areas shown on the plans. All waste areas shall

be graded to allow positive drainage of the area and of adjacent areas. The surface elevation of waste areas shall not extend above the surface elevation of adjacent usable areas of the airport, unless specified on the plans or approved by the Engineer.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued. At the direction of the Engineer, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Those areas outside of the pavement areas in which the top layer of soil material has become compacted, by hauling or other activities of the Contractor shall be scarified and disked to a depth of 4 inches (100 mm), in order to loosen and pulverize the soil.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the Engineer, who shall arrange for their removal if necessary. The Contractor shall, at his/her own expense, satisfactorily repair or pay the cost of all damage to such facilities or structures which may result from any of the Contractor's operations during the period of the contract.

152-2.2 EXCAVATION. No excavation shall be started until the work has been staked out by the Contractor and the Engineer has obtained elevations and measurements of the ground surface. All suitable excavated material shall be used in the formation of embankment, subgrade, or for other purposes shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

When the volume of the excavation exceeds that required to construct the embankments to the grades indicated, the excess shall be used to grade the areas of ultimate development or disposed of as directed. When the volume of excavation is not sufficient for constructing the fill to the grades indicated, the deficiency shall be obtained from borrow areas.

The grade shall be maintained so that the surface is well drained at all times. When necessary, temporary drains and drainage ditches shall be installed to intercept or divert surface water which may affect the work.

a. Selective Grading. When selective grading is indicated on the plans, the more suitable material as designated by the Engineer shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas so that it can be measured for payment for rehandling as specified in paragraph 3.3.

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for runway safety areas, subgrades, roads, shoulders, or any areas intended for turfing shall be excavated to a minimum depth of 12 inches (300 mm), or to the depth specified by the Engineer, below the subgrade. Muck, peak, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed of at locations shown on the plans. This excavated material shall be paid for at the contract unit price per cubic yard (per cubic meter) for unclassified excavation. The excavated area shall be refilled with suitable material, obtained from the grading operations or borrow areas and thoroughly compacted by rolling. The necessary refilling will constitute a part of the embankment. Where rock

cuts are made and refilled with selected material, any pockets created in the rock surface shall be drained in accordance with the details shown on the plans.

c. Overbreak. Overbreak, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the Engineer. The Engineer shall determine if the displacement of such material was unavoidable and his/her decision shall be final. All overbreak shall be graded or removed by the Contractor and disposed of as directed; however, payment will not be made for the removal and disposal of overbreak which the Engineer determines as avoidable. Unavoidable overbreak will be classified as "Unclassified Excavation."

d. Removal of Utilities. The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by someone other than the Contractor, e.g., the utility unless otherwise shown on the plans. All existing foundations shall be excavated for at least 2 feet (60 cm) below the top of subgrade or as indicated on the plans, and the material disposed of as directed. All foundations thus excavated shall be backfilled with suitable material and compacted as specified herein.

e. Compaction Requirements. The subgrade under areas to be paved shall be compacted to a depth ***and densities not less than those specified in the plans***, as determined by ASTM D 698. The material to be compacted shall be within +/-2 percent of the optimum moisture content before rolled to obtain the prescribed compaction (except for the expansive soils).

The in-place field density shall be determined in accordance with ASTM D 1556 or ASTM D 2167. Stones or rock fragments larger than 4 inches (100 mm) in their greatest dimension will not be permitted in top 6 inches (150 mm) of the subgrade. The finished grading operations, conforming to the typical cross section, shall be completed and maintained at least 1,000 feet (300 m) ahead of the paving operations or as directed by the Engineer.

In cuts, all loose or protruding rocks on the back slopes shall be bared loose or otherwise removed to line of finished grade of slope. All cut-and-fill slopes shall be uniformly dressed to the slope, cross section, and alignment shown on the plans or as directed by the Engineer.

Blasting will be permitted only when proper precautions are taken for the safety of all persons, the work, and the property. All damage done to the work or property shall be repaired at the Contractor's expense. All operations of the Contractor in connection with the transportation, storage, and use of explosives shall conform to all state and local regulations and explosive manufacturers' instructions, with applicable approved permits reviewed by the Engineer. Any approval given, however, will not relieve the Contractor of his/her responsibility in blasting operations.

Where blasting is approved, the Contractor shall employ a vibration consultant, approved by the Engineer, to advise on explosive charge weights per delay and to analyze records from seismograph recordings. The seismograph shall be capable of producing a permanent record of the three components of the motion in terms of particle velocity, and in addition shall be capable of internal dynamic calibration.

In each distinct blasting area, where pertinent factors affecting blast vibrations and their effects in the area remain the same, the Contractor shall submit a blasting plan of the initial blasts to the Engineer for approval. This plan must consist of hole size, depth, spacing, burden, type of explosives, type of delay sequence, maximum amount of explosive on any one delay period, depth of rock, and depth of overburden if any. The maximum explosive charge weights per delay included in the plan shall not be increased without the approval of the engineering.

The Contractor shall keep a record of each blast fired--its date, time and location; the amount of explosives used, maximum explosive charge weight per delay period, and, where necessary, seismograph records identified by instrument number and location.

These records shall be made available to the Engineer on a monthly basis or in tabulated form at other times as required.

152-2.3 BORROW EXCAVATION. Borrow area(s) within the airport property are indicated on the plans. Borrow excavation shall be made only at these designated locations and within the horizontal and vertical limits as staked or as directed.

When borrow sources are outside the boundaries of the airport property, it shall be the Contractor's responsibility to locate and obtain the supply, subject to the approval of the Engineer. The Contractor shall notify the Engineer, at least 15 days prior to beginning the excavation, so necessary measurements and tests can be made. All unsuitable material shall be disposed of by the Contractor. All borrow pits shall be opened up to expose the vertical face of various strata of acceptable material to enable obtaining a uniform product. Borrow pits shall be excavated to regular lines to permit accurate measurements, and they shall be drained and left in a neat, presentable condition with all slopes dressed uniformly.

152-2.4 DRAINAGE EXCAVATION. Drainage excavation shall consist of excavating for drainage ditches such as intercepting, inlet or outlet, for temporary levee construction; or for any other type as designed or as shown on the plans. The work shall be performed in the proper sequence with the other construction. All satisfactory material shall be placed in fills; unsuitable material shall be placed in waste areas or as directed. Intercepting ditches shall be constructed prior to starting adjacent excavation operations. All necessary work shall be performed to secure a finish true to line, elevation, and cross section.

The Contractor shall maintain ditches constructed on the project to the required cross section and shall keep them free of debris or obstructions until the project is accepted.

152-2.5 PREPARATION OF EMBANKMENT AREA. Where an embankment is to be constructed to a height of 4 feet (120 m) or less, all sod and vegetable matter shall be removed from the surface upon which the embankment is to be placed, and the cleared surface shall be completely broken up by plowing or scarifying to a minimum depth of 6 inches (150 mm). This area shall then be compacted as indicated in paragraph 2.6. When the height of fill is greater than 4 feet (120 m), sod not required to be removed shall be thoroughly disked and recompacted to the density of the surrounding ground before construction of embankment.

Where embankments are to be placed on natural slopes steeper than 3 to 1, horizontal benches shall be constructed as shown on the plans.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.6 FORMATION OF EMBANKMENTS. Embankments shall be formed in successive horizontal layers of not more than 8 inches (200 mm) in loose depth for the full width of the cross section, unless otherwise approved to the Engineer.

The grading operations shall be conducted, and the various soil strata shall be placed, to produce a soil structure a shown on the typical cross section or as directed. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Operations on earthwork shall be suspended at any time when satisfactory results cannot be obtained because of rain, freezing, or other unsatisfactory conditions of the field. The Contractor shall drag, blade, or slope the embankment to provide proper surface drainage.

The material in the layer shall be within +/-2 percent of optimum moisture content before rolling to obtain the prescribed compaction. In order to achieve a uniform moisture content throughout the layer, wetting or drying of the material and manipulation shall be required when necessary. Should the material be too wet to permit proper compaction or rolling, all work on all of the affected portions of the embankment shall be delayed until the material has dried to the required moisture content. Sprinkling of dry material to obtain the proper moisture content shall be done with approved equipment that will sufficiently distribute the water. Sufficient equipment to furnish the required water shall be available at all times. Samples of all embankment materials for testing, both before and after placement and compaction, will be taken for each 1,000 cubic yards. Based on these tests, the Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content in order to achieve the correct embankment density.

Rolling operations shall be continued until the embankment is compacted to not less than 95 percent of maximum density for noncohesive soils, and 90 percent of maximum density for cohesive soils as determined by ASTM D 698. Under all areas to be paved, the embankments shall be compacted to depths and densities of not less than those specified in the plans. The percent density shall equal the percent of the maximum density as determined by ASTM D 698.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches (100 mm).

The in-place field density shall be determined in accordance with ASTM D 1556 or ASTM D 2167.

Compaction areas shall be kept separate, and no layer shall be covered by another until the proper density is obtained.

During construction of the embankment, the Contractor shall route his/her equipment at all times, both when loaded and when empty, over the layers as they are placed and shall distribute the travel evenly over the entire width of the embankment. The equipment shall be operated in such a manner that hardpan, cemented gravel, clay, or other chunky soil material will be broken up into small particles and become incorporated with the other material in the layer.

In the construction of embankments, layer placement shall begin in the deepest portion of the fill; as placement progresses, layers shall be constructed approximately parallel to the finished pavement grade line.

When rock and other embankment material are excavated at approximately the same, time, the rock shall be incorporated into the outer portion of the embankment and the other material shall be incorporated under the future paved areas. Stones or fragmentary rock larger than 4 inches (100 mm) in their greatest dimensions will not be allowed in the top 6 inches (150 mm) of the subgrade. Rockfill shall be brought up in layers as specified or as directed and every effort shall be exerted to fill the voids with the finer material forming a dense, compact mass. Rock or boulders shall not be

disposed of outside the excavation or embankment areas, except at places and in the manner designated by the Engineer.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in layers of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in layers not exceeding 2 feet (60 cm) in thickness. Each layer shall be leveled and smoothed with suitable leveling equipment and by distribution of spalls and finer fragments of rock. These type lifts shall not be constructed above an elevation 4 feet (120 cm) below the finished subgrade.

Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material.

There will be no separate measurement of payment for compacted embankment, and all costs incidental to placing in layers, compacting, disking, watering, mixing, sloping, and other necessary operations for construction of embankments will be included in the contract price for excavation, borrow, or other items.

152-2.7 FINISHING AND PROTECTION OF SUBGRADE. After the subgrade has been substantially completed the full width shall be conditioned by removing any soft or other unstable material which will not compact properly. The resulting areas and all other low areas, holes or depressions shall be brought to grade with suitable select material. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans.

Grading of the subgrade shall be performed so that it will drain readily. The Contractor shall take all precautions necessary to protect the subgrade from damage. He/she shall limit hauling over the finished subgrade to that which is essential for construction purposes.

All ruts or rough places that develop in a completed subgrade shall be smoothed and recompacted.

No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been approved by the Engineer.

152-2.8 HAUL. All hauling will be considered a necessary and incidental part of the work. Its cost shall be considered by the Contractor and included in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

152-2.9 TOLERANCES. In those areas upon which a subbase or base course is to be placed, the top of the subgrade shall be of such smoothness that, when tested with a 16-foot (4.8 m) straightedge applied parallel and at right angles to the centerline, it shall not show any deviation in excess of 1/2-inch (12 mm), or shall not be more than 0.05-foot (.015 m) from true grade as established by grade hubs or pins. Any deviation in excess of these amounts shall be corrected by loosening, adding, or removing materials; reshaping; and recompacting by sprinkling and rolling.

On safety areas, intermediate and other designated areas, the surface shall be of such smoothness that it will not vary more than 0.10 foot (0.03 m) from true grade as established by grade hubs. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.10 TOPSOIL. When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its proper and final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall not be placed within 400 feet of runway pavement or 65.5 feet of taxiway pavement and shall not be placed on areas which subsequently will require any excavation or embankment. If, in the judgment of the Engineer, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further rehandling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as directed, or as required in Item T-905.

No direct payment will be made for topsoil as such under Item P-152. The quantity removed and placed directly or stockpiled shall be paid for at the contract unit price per cubic yard (cubic meter) for ``Unclassified Excavation."

When stockpiling of topsoil and later rehandling of such material is directed by the Engineer, the material so rehandled shall be paid for at the contract unit price per cubic yard (cubic meter) for "Topsoiling," as provided in Item T-905.

METHOD OF MEASUREMENT

152-3.1 The quantity of embankment to be paid for shall be the number of cubic yards (cubic meters) measured in its final position.

~~**152-3.2** For payment specified by the cubic yard (cubic meter), measurement for all excavation and embankment shall be computed by the average end area method. The end area is that bound by the original ground line established by field cross sections and the final theoretical pay line established by excavation and embankment cross sections shown on the plans, subject to verification by the Engineer. After completion of all excavation and embankment operations and prior to the placing of base or subbase material, the final excavation and embankment shall be verified by the Engineer by means of field cross sections taken randomly at intervals not exceeding 500 linear feet (150 meters).~~ ***No separate measurements shall be made for excavation and embankment.***

~~Field cross sections shall be employed if the following changes have been made:~~

~~**a.** Plan width of embankment or excavation are changed by more than plus or minus 1.0 foot (0.3 meter); or~~

~~**b.** Plan elevations of embankments or excavations are changed by more than plus or minus 0.5 foot (0.15 meter).~~

BASIS OF PAYMENT

152-4.1 For "Excavation and Embankment," payment shall be made at the contract lump sum price. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-152	***Excavation & Embankment – lump sum (LS)***

TESTING REQUIREMENTS

ASTM D 698	Tests for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-pound (2.5 kg) Rammer and 12-inch (300 mm) Drop
ASTM D 1556	Test for Density of Soil In-Place by the Sand Cone Method
ASTM D 1557	Test for Laboratory Compaction Characteristics of Soil Using Modified Effort.
ASTM D 2167	Test for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.

END OF ITEM P-152

ITEM P-156

TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL

DESCRIPTION

156-1.1 This item shall consist of temporary control measures as shown on the plans or as ordered by the Engineer during the life of a contract to control water pollution, soil erosion, and siltation through the use of berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

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.

MATERIALS

156-2.1 GRASS. Grass which will not compete with the grasses sown later for permanent cover shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover.

156-2.2 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.

156-2.3 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.

156-2.4 SLOPE DRAINS. Slope drains may be constructed of pipe, fiber mats, rubble, portland cement concrete, bituminous concrete, or other materials that will adequately control erosion.

156-2.5 OTHER. All other materials shall meet commercial grade standards and shall be approved by the Engineer before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

156-3.1 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 Engineer shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

156-3.2 SCHEDULE. Prior to the start of construction, the Contractor shall submit schedules for accomplishment of temporary and permanent erosion control work, as are applicable 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 Engineer.

156-3.3 AUTHORITY OF ENGINEER. The Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, to limit the surface area of erodible earth material exposed by excavation, borrow and fill operations, and to direct the Contractor to 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.

156-3.4 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 accepted schedule. 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 is likely to be a problem, clearing and grubbing operations should be scheduled and performed so that grading operations and permanent erosion control features can follow immediately thereafter if the project conditions permit; otherwise, temporary erosion control measures may be required between successive construction stages.

The Engineer will 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 in accordance with the accepted schedule. Should seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified.

In the event that 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 are ordered by the Engineer, such work shall be performed by the Contractor at his/her own expense.

The Engineer may increase or decrease the area of erodible earth material to be exposed at one time as determined by analysis of project conditions.

The erosion control features installed by the Contractor shall be acceptably maintained by the Contractor during the construction period.

Whenever construction equipment must cross watercourses at frequent intervals, and such crossings will adversely affect the sediment levels, temporary structures should be provided.

Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or manmade channels leading thereto.

METHOD OF MEASUREMENT

156-4.1 Temporary erosion and pollution control work required which is not attributed to the Contractor's negligence, carelessness, or failure to install permanent controls will be performed ~~as scheduled or ordered by the Engineer. Completed and accepted work will be measured as follows:~~ in accordance with the plans. No separate measurement shall be made for erosion and pollution control.

~~a. Temporary seeding and mulching will be measured by the square yard (square meter).~~

~~b. Temporary slope drains will be measured by the linear foot (meter).~~

~~c. Temporary benches, dikes, dams, and sediment basins will be measured by the cubic yard (cubic meter) of excavation performed, including necessary cleaning of sediment basins, and the cubic yard (cubic meter) of embankment placed at the direction of the Engineer, in excess of plan lines and elevations.~~

~~d. All fertilizing will be measured by the ton (kilogram).~~

156-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor with costs included in the contract prices bid for the items to which they apply.

BASIS OF PAYMENT

156-5.1 Accepted ~~quantities of~~ temporary water pollution, soil erosion, and siltation control work ordered by the Engineer ~~and measured as provided in paragraph 156-4.1~~ will be paid for under:

~~Item P-156-5.1 Temporary seeding and mulching per square yard (square meter)~~

~~Item P-156-5.2 Temporary slope drains per linear foot (meter)~~

~~Item P-156-5.3 Temporary benches, dikes, dams and sediment basins per cubic yard (cubic meter)~~

~~Item P-156-5.4 Fertilizing per ton (kilogram)~~

Item P-156 Erosion and Pollution Control –lump sum

Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

END OF ITEM P-156

ITEM P-211

LIME ROCK BASE COURSE

DESCRIPTION

211-1.1 This item shall consist of a base course composed of lime rock constructed on the prepared underlying course in accordance with these specifications and shall conform to the dimensions and typical cross section shown on the plans.

MATERIALS

211-2.1 MATERIALS. The lime rock base course material shall consist of fossiliferous limestone of uniform quality, and shall not contain hard or flinty pieces which will cause a rough surface containing pits and pockets. The rock shall show no tendency to "air slake" or undergo chemical change when exposed to the weather. The material when watered and rolled shall be capable of being compacted into a dense and well-bonded base.

The oolitic type of lime rock shall meet the following requirements:

Carbonates of calcium and magnesium - not less than 70%.
Oxides of iron and aluminum - nor more than 2%.
The combined amount of carbonates, oxides, and silica shall be at least 97%. The material shall be non-plastic.

All other types of lime rock shall contain not less than 95% of carbonates of calcium and magnesium. Liquid limit shall not exceed 35, plasticity index shall not exceed 6, as determined in accordance with ASTM D 4318.

The chemical analysis of lime rock shall consist of determining the insoluble silica, iron oxide, and alumina by solution of the sample in hydrochloric (HCl) acid, evaporating, dehydrating, re-dissolving the residue, and neutralizing with ammonium hydroxide, filtering, washing, and igniting the residue lime rock. The difference between this insoluble matter and 100% is reported as carbonates of calcium and magnesium.

The lime rock shall not contain more than 0.5% of roots, leaf mold, organic, or foreign matter and shall be obtained from pits from which all overburden has been removed previous to blasting and quarrying.

The gradation of the lime rock shall meet the following requirements:

Sieve Designation (square openings)	Percentage by Weight Passing Sieves
3-1/2 inch (90.mm)	100
3/4 inch (19.0 mm)	50-100

All fine material shall consist entirely of dust of fracture.

CONSTRUCTION METHODS

211-3.1 SOURCES OF SUPPLY. All work involved in cleaning and stripping pits, including the handling of unsuitable material shall be performed by the Contractor at his/her own expense. The lime rock shall be obtained from approved sources. The pits shall be operated in such a manner that a clean and uniform material will be secured.

211-3.2 EQUIPMENT. All equipment necessary for the proper construction of this work shall be on the project, in first-class working condition, and approved by the Engineer before construction is permitted to start.

211-3.3 PREPARING UNDERLYING COURSE. The underlying course shall be checked and accepted by the Engineer before placing and spreading operations are started. Any ruts or soft yielding places caused by improper drainage conditions, hauling, or any other cause shall be corrected at the Contractor's expense before the base course is placed thereon. Material shall not be placed on frozen subgrade.

Grade control between the edges of the pavement shall be accomplished by grade stakes, steel pins, or forms placed in lanes parallel to the center line of the pavement and at intervals sufficiently close that string lines or check boards may be placed between the stakes, pins, or forms.

To protect the underlying course and to ensure proper drainage, the spreading of the lime rock shall begin along the centerline of the pavement on the crowned sections or on the high side of the pavement with a one way slope.

211-3.4 PLACING AND SPREADING. All base course material shall be placed on the prepared underlying course and compacted in layers to the thickness shown on the plans. The depositing and spreading of the material on the prepared course or on a completed layer shall commence where designated and shall progress without breaks. The material shall be deposited and spread in lanes in a uniform layer and without segregation of size to such loose depth that, when compacted, the layer shall have the required thickness. When more than one layer is required, the construction procedure described herein shall apply similarly to each layer, excepting the scarifying and re-rolling of the surface which shall apply to only the top layer.

The rock shall be transported to locations where it is to be used over rock previously placed and dumped at the end of the preceding spread. It shall then be spread uniformly with shovels, forks, or approved mechanical spreaders especially constructed for this purpose. In no case shall rock be dumped directly onto the underlying course. Transporting over the underlying course will not be permitted, except as directed, in which case it must be protected by planking if rutting occurs. During the dumping and spreading operations, the rock shall be brought to the proper moisture content to obtain maximum density. If water is added, it shall be uniformly mixed to the full depth of the course by disking. All segregated areas of fine or coarse rock shall be removed and replaced with well-graded rock, and approved by the Engineer. Lime rock shall not be spread when the subgrade is in an unsuitable condition.

The lime rock base course shall be constructed in a layer not less than 4 inches (100 mm) nor more than 6 inches (150 mm) of compacted thickness. The base course shall be constructed in lanes or strips parallel with the centerline of the paved area.

During the placing operation, sufficient caution shall be exercised to prevent the incorporation of subgrade, subbase, or shoulder material in the lime rock.

211-3.5 ROLLING. Immediately after completion of the spreading operations, the base material shall be thoroughly compacted. The number, type, and weight of rollers shall be sufficient to compact the mixture to the required density.

The field density of the compacted material shall be at least 100 percent of the maximum density of laboratory specimens prepared from samples of the base material delivered to the jobsite. The laboratory specimens shall be compacted and tested in accordance with ASTM D 698. The in-place field density shall be determined in accordance with ASTM D 1556. The moisture content of the material at the start of compaction shall not be below nor more than 1-1/2 percentage points above the optimum moisture content.

Blading and rolling shall be done alternately as required or directed to obtain a smooth, even surface and shall be continued until the entire depth of base is compacted into a dense, unyielding mass. Re-rolling of the previous day's spread shall be done as directed. When the shoulder backfill material has been placed, the shoulder shall be thoroughly rolled and compacted. Along curbs, headers, and all areas inaccessible to the roller, the base course material shall be tamped thoroughly with mechanical or hand tampers.

211-3.6 FINISHING BASE COURSE. After the watering and rolling of the base course, the entire surface shall be scarified to a depth of at least 3 inches (75 mm) and shaped to the exact crown and cross section with a blade grader. The scarified material shall be rewatered and thoroughly rolled. ~~Rolling shall continue until the base is bonded and compacted into a dense, unyielding mass, true to grade and cross section.~~ ***During final compaction, blading and rolling shall continue alternately as required or directed until the base is bonded and compacted into a dense, unyielding mass, true to grade and cross section. The compaction operations for such areas shall be completed prior to making the density tests on the finished base course which shall be one hundred (100%) of the maximum density as determined by ASTM D 698.*** The scarifying and rolling of the surface of the base shall follow the initial rolling of the lime rock by not more than 4 days. When the lime rock base is constructed in two layers, the scarifying of the surface shall be to a depth of 2 inches (50 mm).

If, in the opinion of the Engineer, the surface of the base is glazed or cemented to the extent that the prime coat could not penetrate properly, and after determining that the condition of the base meets all requirements, he will direct that the surface of the base be hard-planed with a blade grader and broomed immediately prior to the application of the prime coat. This hard-planing shall be done in such a manner that only the glazed or cemented surface is removed, leaving a granular or porous condition that will allow free penetration of the prime material. The material planed from the base shall be removed from the base area.

If at any time the underlying material becomes churned up and mixed with the base course material, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the underlying course, replace the materials removed with clean rock which shall be watered and rolled until satisfactorily compacted.

Where cracks, checks, or failures appear in the base, either before or after priming and before the surface course is laid, the Contractor shall remove such cracks, checks, or failures by rescarifying, reshaping, watering, rolling, and adding lime rock where necessary.

211-3.7 SURFACE TOLERANCE. After the course has been completely compacted, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified, reshaped, recompacted, and otherwise manipulated as the Engineer may direct until the required smoothness and accuracy are obtained. The finished surface shall not vary more than 3/8 inch (9 mm) from a 16-foot (4.8 mm) straightedge when applied to the surface parallel with, and at right angles to, the centerline. In testing surface of the harder lime rocks, measurement of

clearances from the straightedge shall not include small holes caused by individual pieces being pulled out by the grader.

211-3.8 THICKNESS. The thickness of the base course shall be determined by depth tests or elevations taken at intervals in such a manner that each test shall represent ~~300~~ ***250*** square yards (~~28~~ ***209*** square meters), or it shall be as otherwise directed by the Engineer. The depth tests shall be made by test holes through the base at least 3 inches (75 mm) in diameter. Where the base deficiency is more than 1/2 inch (12 mm), the Contractor shall correct such areas by scarifying and adding rock. The base shall be scarified, rock added, and tapered a distance of 100 feet (30 m) in each direction from the edge of the deficient area for each inch of rock added. The affected area shall then be watered, bladed, rolled, and brought to a satisfactory state of compaction, required thickness, and cross section. The thickness of the base in the affected area shall be re-measured by depth tests or elevations. The operations of scarifying, adding rock, and re-rolling shall continue until the base thickness is within the 1/2-inch (12 mm) tolerance of base thickness. The final base thickness of the reconditioned area shall be used to determine the average job thickness.

The average job thickness shall be the average of the depth measurement as above outlined and shall be within 1/4 inch (6 mm) of the thickness shown on the typical cross section. On individual depth measurements, thicknesses more than 1/2 inch (12 mm) in excess of that shown on the plans shall be considered as specified thickness plus 1/2 inch (12 mm) in computing the average job thickness. The Contractor shall replace, at his/her expense, the lime rock removed from test holes.

211-3.9 PROTECTION. Work on the base course shall not be accomplished during freezing temperatures nor when the subgrade is wet. When the aggregate contains frozen materials or the underlying course is frozen, the construction shall be stopped.

Hauling equipment may be routed over completed portions of the base course, provided no damage results and provided that such equipment is routed over the full width of the base course to avoid rutting or uneven compaction. However, the Engineer in charge shall have full and specific authority to stop all hauling over completed or partially completed base course when, in his/her opinion, such hauling is causing damage. Any damage resulting to the base course from routing equipment over the base course shall be repaired by the Contractor at his/her own expense.

211-3.10 MAINTENANCE. Following the completion of the base course, the Contractor shall perform all maintenance work necessary to keep the base course in a condition satisfactory for priming. After priming, the surface shall be kept clean and free from foreign material. The base course shall be properly drained at all times. If cleaning is necessary, or if the prime coat becomes disturbed, any work or restitution necessary shall be performed at the expense of the Contractor.

METHOD OF MEASUREMENT

211-4.1 The quantity of lime rock base course to be paid for shall be the number of ~~cubic yards~~ ***square yards*** of base material placed, bonded, and accepted in the completed base course. The quantity of base course material shall be measured in final position~~, based upon depth tests taken as directed by the Engineer, at the rate of 1 depth test for each 300 cubic yards (250 square meters) of base course, or by means of average end areas on the complete work computed from elevations to the nearest 0.01 foot (3 mm). On individual depth measurements, thicknesses more than 1/2 inch (12 mm) in excess of that shown on the plans shall be considered as the specified thickness plus 1/2 inch (12 mm) in computing the yardage for payment~~.

BASIS OF PAYMENT

~~211-5.1 Payment shall be made at the contract unit price per cubic yard for lime rock base course. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.~~

~~The cost of removing cracks and checks including the labor and material for re-priming, and the additional lime rock necessary for crack elimination, will not be paid for separately but shall be included in the contract price per square yard for lime rock base course.~~

~~Payment will be made under:~~

~~Item P-211-5.1 Lime rock base course per cubic yard (cubic meter)~~

211-5.1 Payment shall be made at the contract unit price per square yard for lime rock base as indicated in the plans and in the bid forms. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

The cost of removing cracks and checks including the labor and material for re-priming, and the additional lime rock necessary for crack elimination, will not be paid for separately but shall be included in the contract price per square yard for lime rock base course.

Payment shall be made under:

Item P-211	***Lime Rock Base Course (Variable Depth)***	***–per square yard***

TESTING REQUIREMENTS

ASTM C 136	Sieve or Screen Analysis of Fine and Course Aggregates
ASTM D 698	Moisture-Density Relations of Soils and Soil Aggregate Mixtures Using 5.5-lb (2.49-kg)Rammer and 12-in (305 mm) Drop
ASTM D 1556	Density of Soil in Place by the Sand-Cone Method
ASTM D 1557	Test for Laboratory Compaction Characteristics of Soil Using Modified Effort
ASTM 4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils

END OF SECTION P-211

ITEM P-401SP

ASPHALT SUPERPAVE

PART 1 - DESCRIPTION

401-1.1 GENERAL: This item shall consist of a surface and/or leveling courses composed of mineral aggregate and bituminous material mixed in a central mixing plant and placed on a prepared course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross sections shown on the plans. Each course shall be constructed to the depth, typical section, or elevation required by the plans and shall be rolled, finished, and approved before the placement of the next course.

PART 2 - MATERIALS

401-2.1 AGGREGATE. Aggregates shall consist of crushed stone, crushed gravel, or crushed slag with or without sand or other inert finely divided mineral aggregate. The portion of materials retained on the No. 8 sieve is coarse aggregate. The portion passing the No. 8 (2.36 mm) sieve and retained on the No. 200 (0.075 mm) sieve is fine aggregate, and the portion passing the No. 200 (0.075 mm) sieve is mineral filler. All aggregate property tests shall be conducted by an accredited laboratory that meets the requirements of section 401-3.5. Aggregate test results shall not be greater than 6 months old. If test results are provided on the combined blend, the Engineer reserves the right to require tests on individual aggregates should a major change in the Job Mix Formula percentages occur.

a. Coarse Aggregate. Coarse aggregate shall consist of sound, tough, durable particles, free from adherent films of matter that would prevent thorough coating and bonding with the bituminous material and be free from organic matter and other deleterious substances. The percentage of wear shall not be greater than 40 percent when tested in accordance with ASTM C 131. The sodium sulfate soundness loss shall not exceed 10 percent, or the magnesium sulfate soundness loss shall not exceed 13 percent, after five cycles, when tested in accordance with ASTM C 88.

The combined coarse aggregate material shall contain at least 85 percent by weight having at least one fractured face and 80% by weight having a minimum of two (2) fractured faces. The fractured faces percentage for any crushed gravel aggregate material, retained on the No. 8 (2.36 mm) sieve after crushing, shall be determined in accordance with ASTM D 5821. Fractured faces shall be obtained by crushing.

The aggregate shall not contain more than *8* percent, by weight, of flat or elongated pieces, when tested in accordance with ASTM D 4791 using a ratio of 5.1.

Slag shall be air-cooled, blast furnace slag, and shall have a compacted weight of not less than 70 pounds per cubic foot (1.2 mg/cubic meter) when tested in accordance with ASTM C 29.

b. Fine Aggregate. Fine aggregate shall consist of clean, sound, durable, angular shaped particles produced by crushing stone, slag, or gravel that meets the requirements for wear and soundness specified for coarse aggregate. The aggregate particles shall be free from coatings of clay, silt, or other objectionable matter and shall contain no clay balls. The fine aggregate, including any blended material for the fine aggregate, shall have a plasticity index of not more than 6 and a liquid limit of not more than 25 when tested in accordance with ASTM D 4318.

Natural (non-manufactured) sand may be used to obtain the gradation of the aggregate blend or to improve the workability of the mix. The amount of sand to be added will be adjusted to produce mixtures conforming to requirements of this specification. The addition of natural sand shall be limited such that the total combined material passing the # 8 sieve does not contain more than 50 % natural sand.

The fine aggregate material shall have sand equivalent value of 43 or greater when tested in accordance with ASTM D 2419. The fine aggregate material shall be tested in accordance with AASHTO T304, Method A.

c. Sampling. ASTM D 75 shall be used in sampling coarse and fine aggregate, and ASTM C 183 shall be used in sampling mineral filler.

401-2.2 MINERAL FILLER. If filler, in addition to that naturally present in the aggregate, is necessary, it shall meet the requirements of ASTM D 242.

401-2.3 BITUMINOUS MATERIAL. The bituminous material shall conform to the requirements of AASHTO M-320 performance graded binder designation PG 76-22. A certificate of compliance from the manufacturer must be included with the mix design submittal.

The Contractor shall furnish vendor's certified test reports for each lot of bituminous material shipped to the project. The vendor's certified test report for the bituminous material can be used for acceptance or the bituminous material may be tested independently by the Engineer.

401-2.4 PRELIMINARY MATERIAL ACCEPTANCE. Prior to delivery of materials to the job site, the Contractor shall submit certified test reports to the Engineer for the following materials:

a. Coarse Aggregate.

(1) Percent of wear.
(2) Soundness.
(3) Unit weight of slag.
(4) Coarse Aggregate Fractured Faces Determination (Coarse Aggregate Angularity).

b. Fine Aggregate.

(1) Liquid limit.
(2) Plastic index.
(3) Sand equivalent.
(4) Fine Aggregate Angularity.

c. Mineral Filler.

d. Bituminous Material. The certification(s) shall show the appropriate AASHTO test(s) for each material, the test results, and a statement that the material meets the specification requirement.

The Engineer may request samples for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications. Polymer modified asphalt cement

shall be checked a minimum of once per week by the Contractor by performing the ring and ball test and shall meet the temperature criteria established by the liquid supplier.

PART 3 COMPOSITION

401-3.1 COMPOSITION OF MIXTURE. The bituminous plant mix shall be composed of a mixture of well-graded aggregate, filler and anti-strip agent if required, and bituminous material. The aggregate shall be combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

401-3.2 JOB MIX FORMULA. No bituminous mixture for payment shall be produced until a job mix formula has been approved in writing by the Engineer. The bituminous mixture shall be designed using the procedure contained in Chapter 5, Superpave Mix Design, of the Asphalt Institute's Manual Superpave Series No. *2* (SP-2), Superpave Mix Design, and shall meet the requirements outlined below.

The Tensile Strength Ratio (TSR) of the composite mixture shall be greater than or equal to 80 when tested in accordance with ASTM D 4867 including the freeze-thaw conditioning cycle. Test specimens shall have an air void content of 7 percent (+/- 0.5%) and a degree of saturation of 70 percent (+/- 0.5%). If an anti-stripping agent is required, it shall be provided by the Contractor at no additional cost.

The job mix formula shall be submitted in writing by the Contractor to the Engineer at least **15** days prior to the start of paving operations. The job mix formula shall have been developed no more than 3 months prior to submittal and shall include as a minimum:

a. Percent passing each sieve size for total combined gradation, individual gradation of ail aggregate stockpiles and percentage by weight of each stockpile used in the JMF.

b. Percent of asphalt cement.

c. Asphalt Performance Grade

d. Number of gyrations and air voids for Ndes, Nini, and Nmax

e. Mixing temperature.

f. Compaction temperature

g. Temperature of mix when discharged from the mixer.

h. Temperature-viscosity relationship of the asphalt cement.

i. Plot of the combined gradation on the Federal Highway Administration (FHWA) 45 power gradation curve.

j. Graphical plots of the % G_{mm} @ N_{ini} %, % G_{mm} @ $N_{desisgnn,}$ % G_{mm} @ N_{max}, air voids, voids in the mineral aggregate, and unit weight verses asphalt content.

k. Percent natural sand contained in material passing the number 8 sieve.

I. Coarse Aggregate Angularity

m. Percent elongated particles.

n. Tensile Strength Ratio (TSR).

o. Anti-strip agent (if required).

p. Sand equivalent value of the fine aggregate from the combined blend

q. Fine Aggregate Angularity of the combined blend.

r. Dust to asphalt ratio.

The Contractor shall submit samples to the Engineer, upon request, for job mix formula verification testing. The job mix formula for each mixture shall be in effect until modified in writing by the Engineer. Should a change in sources of materials be made, a new job mix formula must be approved in writing by the Engineer before the new material is used.

TABLE I. SUPERPAVE DESIGN CRITERIA

TABLE 1 SUPERPAVE DESIGN CRITERIA Pavements for gross aircraft weights of 60,000 pounds or more		
	Design Criteria for Nominal Maximum Aggregate Size	
Test Property	~~3/4" Nom. (19 mm Nom.)~~	1/2" Nom. (12.5 mm Nom.)
Initial Number of Gyrations (N_{ini})	~~8~~	8
Design Number of Gyrations (N_{des})	~~85~~	85
Maximum Number of Gyrations (N_{max})	~~130~~	130
Air Voids @ N_{des}	~~4.0~~	4.0
Voids in Mineral Aggregate @ N_{des}, %	~~13.0 min.~~	14.0 min
Voids filled with Asphalt @ N_{des} %	~~65-78~~	65-78
Dust proportion	~~0.6-1.2~~	0.6-1.2
Dust proportion (coarse-graded[1])	~~0.6-1.6~~	0.6-1.6
Fine Aggregate Angularity	~~45 min.~~	45 min
% G_{mm} @ N_{ini}	~~≤90.50~~	≤90.50
% G_{mm} @ N_{max}	~~≤98.00~~	≤98.00

1. A coarse gradation is defined as a gradation passing below the restricted zone. The restricted zone is defined in the Asphalt Institute Manual Superpave, Series 2 (SP-2).

(Table *2) (RESERVED)*

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory screens, will conform to the gradation or gradations specified in Table 3 when tested in

accordance with ASTM Standard C 136 and C 117. Optimum gradations are approximately parallel to the specification bands.

The gradations in Table 3 represent the limits which shall determine the suitability of aggregate for use from the sources of supply. The aggregate, as selected (and used in the JMF), shall have a gradation within the limits designated in Table 3. ***The Contractor shall submit one JMF with gradation that meets the requirements of both runway and taxiway pavements.***

Deviations from the final approved mix design for bitumen content and gradation of aggregates shall be within the action limits for individual measurements as specified in paragraph 401-6.5a., PROVIDED DEVIATIONS FALL INSIDE THE CONTROL POINTS IN TABLE 3.

The nominal maximum size aggregate used shall not be more than one-third of the thickness of the course being constructed. For example, when the nominal maximum size is 1/2" (12.5 mm), the thickness of the course being constructed shall be 1 1/2" (37.5 mm) or more.

TABLE 3. AGGREGATE-BITUMINOUS PAVEMENTS

	Runway Pavements	~~Taxiway and Apron Pavements~~	
	½-inch (12.5 mm) Nominal Maximum Size Aggregate	~~½ inch (12.5 mm) Nominal Maximum Size Aggregate~~	
Sieve Size	Gradation Limits	~~Gradation Control Points Percent Passing by Weight~~	
		~~Min.~~	~~Max.~~
1 in. (25.4 mm)	100		
¾ in. (19.0 mm)	100	~~100~~	~~100~~
½ in. (12.5 mm)	79-99	~~90~~	~~100~~
3/8 in. (9.5 mm)	68-88		~~90~~
No. 4 (4.75 mm)	48-68		
No. 8 (2.36 mm)	33-53	~~28~~	~~58~~
No. 16 (1.18 mm)	20-40		
No. 30 (0.60 mm)	14-30		
No. 50 (0.30 mm)	9-21		
No. 100 (0.15 mm)	6-16		
No. 200 (0.075 mm)	3-6	~~2~~	~~10~~
Asphalt Cement Content (%)	5.0-7.5	~~5.0~~	~~7.5~~

The aggregate gradations shown are based on aggregates of uniform specific gravity. The percentages passing the various sieves shall be corrected when the specific gravity varies by 10 percent or more.

401-3.3 RECYCLED ASPHALT CONCRETE. Recycled asphalt concrete shall NOT BE USED.

401-3.4 TEST SECTION. Prior to full production, the Contractor shall prepare and place a quantity of bituminous mixture according to the job mix formula. The amount of mixture should be

sufficient to construct a test section 300 long and 37.5 feet wide placed in two lanes, with a longitudinal cold joint, and shall be of the same depth specified for the construction of the course which it represents. A cold joint is defined as an exposed construction joint at least four (4) hours old or 170°F. The underlying grade or pavement structure upon which the test section is to be constructed shall be the same as the remainder of the course represented by the test section. The equipment used in construction of the test section shall be the same type and weight to be used on the remainder of the course represented by the test section.

The test section shall be evaluated for acceptance as a single lot in accordance with the acceptance criteria in paragraph 401-5.1 and 401-6.3. As a minimum, the test section shall consist of 3 sublots. The ***Contractor shall provide the test results on the next business day.***

The Engineer will review the results of the test strip within 24 hours of receipt of the results from the testing laboratory. No full production shall be started before approval by the Engineer of the initial test strip.

The test section shall be considered acceptable if; 1) mat density, air voids (%G_{mm} @ N_{des}),and joint density are 90 percent or more within limits based on the PWL calculations, the 2) gradation and asphalt content are within the action limits specified in paragraphs 401-6.5a and 5b, and 3) the Voids in Mineral Aggregate @ N_{des}, Voids filled with Asphalt @ N_{des} Dust Proportion, %G_{mm} @ N_{ini}, and %G_{mm} @ N_{max} are within the limits of Table 1.

If the initial test section should prove to be unacceptable, the necessary adjustments to the job mix formula, plant operation, placing procedures, and/or rolling procedures shall be made. A second test section shall then be placed. ~~If the second test section also does not meet specification requirements, both sections shall be removed at the Contractor's expense.~~ Additional test sections, as required, shall be constructed and evaluated for conformance to the specifications. ~~Any additional sections that are not acceptable shall be removed at the Contractor's expense.~~ Full production shall not begin until an acceptable section has been constructed and accepted by the Engineer. ***All material from any unacceptable test section(s) may have to be removed and replaced by the Contractor at no cost to the Owner, upon the Engineer and Owner's decision.*** ~~The initial test section, whether acceptable or unacceptable, and any subsequent section that meets specification requirements shall be paid for in accordance with paragraph 401-8.1.~~

Job mix control testing shall be performed by the Contractor at the start of plant production and in conjunction with the calibration of the plant for the job mix formula. It should be recognized that the aggregates produced by the plant may not satisfy the gradation requirements or produce a mix that exactly meets the JMF. In those instances, it will be necessary to reevaluate and redesign the mix using plant-produced aggregates. Specimens should be prepared and the optimum bitumen content determined in the same manner as for the original design tests.

401-3.5 TESTING LABORATORY. The laboratory used to develop the job mix formula shall meet the requirements of ASTM D 3666. A certification signed by the manager of the laboratory stating that it meets these requirements shall be submitted to the Engineer prior to the start of construction. The certification shall contain as a minimum:

a. Qualifications of personnel; laboratory manager, supervising technician, and testing technicians.

b. A listing of equipment to be used in developing the job mix.

c. A copy of the laboratory's quality control system,

d. Evidence of participation in the AASHTO Materials Reference Laboratory (AMRL) program

e. Evidence that the laboratory is accredited, for the test methods required herein by a nationally recognized laboratory accreditation organization.

PART 4 - CONSTRUCTION METHODS

401-4.1 WEATHER LIMITATIONS. The bituminous mixture shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 4. The temperature requirements may be waived by the ~~Engineer~~ ***RPR***, if requested; however, all other requirements including compaction shall be met.

TABLE 4. BASE TEMPERATURE LIMITATIONS

Mat Thickness	Base Temperature (Minimum)	
	Deg. F	Deg C
3 in. (75mm) or greater	40	4
Greater than 1 in. (25mm) but less than 3 in. (75mm)	45	7
1 in. (25mm) or less	50	10

401-4.2 BITUMINOUS MIXING PLANT. Plants used for the preparation of bituminous mixtures shall conform to the requirements of ASTM D 995 with the following changes:

a. Requirements for All Plants.

(1) Truck Scales. The bituminous mixture shall be weighed on approved scales furnished by the Contractor, or on certified public scales at the Contractor's expense. Scales shall be inspected and sealed as often as the Owner's Authorized Representative deems necessary to assure their accuracy. Scales shall conform to the requirements of the General Provisions, Section 90-01.

(2) Testing Facilities. The Contractor shall provide laboratory facilities at the plant for the use of the Engineer acceptance testing and the Contractor's quality control testing, in accordance with paragraph 401-6.2d.

(3) Inspection of Plant The Engineer shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant: verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

(4) Storage Bins and Surge Bins. Paragraph 3.9 of ASTM D 995 is deleted. Instead, the following applies. Use of surge bins or storage bins for temporary storage of hot bituminous mixtures will be permitted as follows:

(a) The bituminous mixture may be stored in surge bins for period of time not to exceed 3 hours.

(b) The bituminous mixture may be stored in insulated storage bins for a period of time not to exceed 24 hours.

The bins shall be such that mix drawn from them meets the same requirements as mix loaded directly into trucks.

If the Engineer determines that there is an excessive amount of heat loss, segregation or oxidation of the mixture due to temporary storage, no overnight storage will be allowed.

401-4.3 HAULING EQUIPMENT. Trucks used for hauling bituminous mixtures shall have tight, clean, and smooth metal beds. Each truck shall capable of protecting the mixture from adverse weather and shall be capable of delivering the mixture to the site at the specified temperature. Minimal amounts of an approved coating material may be used to prevent the mixture from adhering to the truck bed.

401-4.4 BITUMINOUS PAVERS. Bituminous pavers shall be self-propelled, with an activated screed, heated as necessary, and shall be capable spreading and finishing courses of bituminous plant mix material which will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface.

The paver shall have a receiving hopper of sufficient capacity to permit a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed without segregation. The screed shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture. The screed shall be equal to the width of the pavement being placed. This may require installing hard extensions as recommended by the Asphalt Institute MS-22.

The paver shall be equipped with a control system capable of automatically maintaining the specified screed elevation. The control system shall be automatically actuated from either a reference line and/or through a system of mechanical sensors or sensor-directed mechanisms or devices which will maintain the paver screed at a predetermined transverse slope and at the proper elevation to obtain the required surface. The transverse slope controller shall be capable of maintaining the screed at the desired slope within plus or minus 0.1 percent.

The controls shall be capable of working in conjunction with any of the following attachments:

a. Ski-type device of not less than 30 feet (9.14 m) in length.

b. Taut string line (wire) set to grade

c. Short ski or shoe.

d. Laser control.

401-4.5 ROLLERS. Vibratory, static, or pneumatic-tired type shall be in good condition, capable of operating at slow speeds to avoid displacement of the bituminous mixture. The number, type, and

weight of rollers shall be sufficient to compact the mixture to the required density while it is still in a workable condition.

The use of equipment which causes excessive crushing of the aggregate will not be permitted

401-4.6 PREPARATION OF BITUMINOUS MATERIAL. The bituminous material shall be heated in a manner that will avoid local overheating and provide a continuous supply of the bituminous material to the mixer at a uniform temperature. The temperature of the bituminous material delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles, but shall not exceed 325 degrees F (160 degrees C), unless otherwise required by the manufacturer.

401-4.7 PREPARATION OF MINERAL AGGREGATE. The aggregate for the mixture shall be heated and dried prior to introduction into the mixer. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350 degrees F (175 degrees C) when the asphalt is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

401-4.8 PREPARATION OF BITUMINOUS MIXTURE. The aggregates and the bituminous material shall be weighed or metered and introduced into the mixer in the amount specified by the job mix formula.

The combined materials shall be mixed until the aggregate obtains a uniform coating of bitumen and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but not less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D 2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95 percent of coated particles. For continuous mix plants, the minimum mixing time shall be determined by dividing the weight of its contents at operating level by the weight of the mixture delivered per second by the mixer. The moisture content of all bituminous mix upon discharge shall not exceed 0.5 percent.

401-4.9 PREPARATION OF THE UNDERLYING SURFACE. Immediately before placing the bituminous mixture, the underlying course shall be cleaned of all dust and debris. A prime coat or tack coat shall be applied in accordance with Item P-602 or P-603, if required by the contract specifications.

401-4.10 TRANSPORTING, PLACING, AND FINISHING. The bituminous mixture shall be transported from the mixing plant to the site in vehicles conforming to the requirements of paragraph 401-3. Deliveries shall be scheduled so that placing and compacting of mixture is uniform with minimum stopping and starting of the paver. Adequate artificial lighting shall be provided during night placements. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to 140 degrees F (60 degrees C) or less.
The initial placement and compaction of the mixture shall occur at a temperature suitable for obtaining density, surface smoothness, and other specified requirements but not less than 250 degrees F (121 degrees C).

The minimum lift thickness for placement of bituminous mixture shall be 3 times the nominal maximum aggregate size. The maximum lift thickness shall be no more than 5 times the nominal maximum

aggregate size unless otherwise indicated on the contract drawings. For coarse-graded mixtures, as defined in AASHTO M 323-4, the minimum lift thickness shall be 4 times the nominal maximum aggregate size

Upon arrival, the mixture shall be placed to the full width by a bituminous paver with a full width vibrating screed. It shall be struck off in a uniform layer of such depth that, when the work is completed, it shall have the required thickness and conform to the grade and contour indicated. The speed of the paver shall be regulated to eliminate pulling and tearing of the bituminous mat. Unless otherwise permitted, placement of the mixture shall begin along the centerline of a crowned section or on the high side of areas with a one-way slope. The mixture shall be placed in consecutive adjacent strips having a minimum width of 10 feet except where edge lanes require less width to complete the area. The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least 1 foot (30 cm); however, the joint in the surface top course shall be at the centerline of the pavement. Transverse joints in one course shall be offset by at least 10 feet (3 m) from transverse joints in the previous course.

Transverse joints in adjacent lanes shall be offset a minimum of 10 feet (3 m).

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the mixture may be spread and luted by hand tools.

401-4.11 COMPACTION OF MIXTURE. After placing, the mixture shall be thoroughly and uniformly compacted by rolling. The surface shall be compacted as soon as possible when the mixture has attained sufficient stability so that the rolling does not cause undue displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor.

The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any displacement occurring as a result of reversing the direction of the roller, or from any other cause, shall be immediately corrected.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross section, and the required field density is obtained.

To prevent adhesion of the mixture to the roller, the wheels shall be kept properly moistened and scrapers used.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with hand tampers or mechanical plate compactors.

Any mixture that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

401-4.12 JOINTS. The formation of all joints shall be made in such a manner as to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade. ***All contact surfaces shall be clean and dry, and given a tack coat of bituminous material prior to placing any fresh mixture against the joint.***

The roller shall not pass over the unprotected end of the freshly laid mixture except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods, all contact surfaces shall be given a tack coat of bituminous material before placing any fresh mixture against the joint.

~~Longitudinal joints which are irregular, damaged, uncompacted, or otherwise defective shall be cut back to expose a clean, sound surface for the full depth of the course. All contact surfaces shall be given a tack coat of bituminous material prior to placing any fresh mixture against the joint.~~

For longitudinal joints of lifts below the surface lift, the Contractor may use the methodology of his/her choice to obtain joints that will meet the criteria setforth above in Section 401-4.12 and in section 401-5.3(b) for density.

For longitudinal joints of a top lift which has not cooled to less than 170° F, the Contractor may also use the methodology of his/her choice to obtain joints that will meet the criteria setforth above in Section 401-4.12 and in section 401-5.3(b) for density.

For longitudinal joints of a top lift which has cooled to less than 170° F, the Contractor must saw cut the joints back four (4) inches to expose a straight, clean, sound vertical face for full depth of the lift. The saw cut must be made with a power saw. The material removed from this location shall be wasted from the project site, but shall be measured for payment based on the approved truck tickets for the day's production.

PART 5 - MATERIAL ACCEPTANCE

401-5.1 ACCEPTANCE SAMPLING AND TESTING. Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the Engineer at no cost to the Contractor. Testing organizations performing these tests shall meet the requirements of ASTM D 3666. All equipment in Contractor furnished laboratories shall be calibrated by ~~the testing organization~~ ***Contractor*** prior to the start of operations. All Contractor personnel preparing laboratory compacted acceptance specimens shall be a state certified Superpave Field Testing Technician or equivalent acceptable to the Engineer.

a. Plant-Produced Material. Plant-produced material shall be tested for air voids on a lot basis. Sampling shall be ~~from material behind the laydown operation~~ ***taken from loaded trucks at the plant provided the test-size samples are conditioned for one hour at the laydown site compaction temperature prior to testing the samples*** in accordance with ***ASTM D2041 and ASTM D 6307, and*** in accordance with paragraph 401-5.1.a (1) Sampling. Acceptance samples, for each lot, shall not be obtained from the first 50 tons of plant-produced material unless multiple lots occur in one day of production. The first 50 tons of plant-produced material shall be included in the requirements of paragraph 401-5.1 b. A lot will consist of:

- one day's production not to exceed 2,000 tons (1 814 000 kg), or

- a half day's production where a day's production is expected to consist of between 2,000 and 4,000 tons (1 814 000 and 3 628 000 kg), or

- similar subdivisions for tonnages over 4,000 tons (3 628 000 kg)

Where more than one plant is simultaneously producing material for the job, the lot sizes shall apply separately for each plant.

(1) Sampling. Each lot will consist of four equal sublots. Sufficient material for preparation of test specimens for all testing will be sampled by the Engineer on a random basis, in accordance with the procedures contained in ASTM D 3665. The Contractor shall prepare, under the supervision of the Engineer the laboratory compacted test specimens and provide the Engineer with a printout of all data generated by the gyratory compaction equipment. One set of laboratory compacted specimens will be prepared, at the design number of gyrations required by paragraph 401-3.2, Table 1, for each sublot, in accordance with the compaction procedures outlined in Chapter 5, Superpave Level 1 Mix Design, of the Asphalt Institute's Manual Superpave Series No. 2 (SP-2), Superpave Mix Design. Each set of laboratory compacted specimens will consist of two test portions prepared from the same sample increment.

The sample of bituminous mixture shall be maintained at a temperature at or above the specified compaction temperature for a period of no less than 30 minutes. For mixtures containing aggregates with absorption values greater than 1.5 percent, the mixture shall be maintained at a temperature at or above the specified compaction temperature for a period of no less than 60 minutes. If necessary, the sample shall be placed in an oven, for not more than 60 to 90 minutes, to bring the samples to the proper compaction temperature. The compaction temperatures shall be as specified in the job mix formula.

(2) Testing. Air voids will be determined by the Engineer in accordance with ASTM D 3203.

The bulk specific gravity of each test specimen shall be measured by the Engineer in accordance with ASTM D 2726 using the procedure for laboratory-prepared thoroughly dry specimens, or ASTM D 1188, whichever is applicable, for use in computing air voids.

For air voids and pavement density, the theoretical maximum specific gravity of the mixture shall be measured for each sublot in accordance with ASTM D 2041, Type C, D, or E container. The value used in the air voids computation for each sublot shall be based on the maximum specific gravity measurement performed for the sublot.

(3) Acceptance. Acceptance of plant-produced material for air voids shall be determined by the Engineer in accordance with the requirements of paragraph 401-5.2b.

b. Field Placed Material. Material placed in the field shall be tested for mat and joint density on a lot basis.

(1) Mat Density. The lot size shall be the same as that indicated in paragraph 401-5.1.a and shall be divided into four equal sublots. One 6-inch diameter core of finished, compacted materials shall be taken by the Contractor from each sublot. Core locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D 3665. Cores shall not be taken closer than one foot from a transverse or longitudinal joint.

(2) Joint Density. The lot size shall be the total length of longitudinal joints constructed by a lot of material as defined in paragraph 401-5.la. The lot shall be divided into four equal sublots. One

6-inch diameter core of finished, compacted materials shall be taken by the Contractor from each sublot. Core locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D 3665. All coring shall be centered on the joint.

(3) Sampling. Samples shall be neatly cut with a core drill. The cutting edge of the core drill bit shall be of hardened steel or other suitable material with diamond chips embedded in the metal cutting edge. The minimum diameter of the sample shall be three inches. Samples that are clearly defective as a result of sampling, shall be discarded and another sample taken. The Contractor shall furnish all tools, labor, and materials for cutting samples and filling the cored pavement. Cored holes shall be filled in a manner acceptable to the Engineer and within one day after sampling.

For sampling of bituminous pavement placed immediately over an Asphalt Rubber Membrane Interlayer (ARMI), remove the ARMI material from the sample prior to completing QA or QC tests.

(4) Testing. The bulk specific gravity of each cored sample will be measured by the Engineer in accordance with ASTM D *2726* or ASTM *D* 1188, whichever is applicable. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each sublot sample by the maximum theoretical specific gravity for that sublot, as determined by paragraph 401-5.1a(2). The maximum theoretical specific gravity used to determine the joint density at joints between two different lots shall be the lower of the specific gravity values from the two different lots.

(5) Acceptance. Acceptance of field placed material for mat density will be determined by the Engineer in accordance with the requirements of paragraph 401-5.2c. Acceptance for joint density will be determined in accordance with the requirements of paragraph 401-5.2d.

c. Partial Lots - Plant-Produced Material. When operational conditions cause a lot to be terminated before the specified number of tests have been made for the lot, or when the Contractor and Engineer agree in writing to allow overages or other minor tonnage placements to be considered as partial lots, the following procedure will be used to adjust the lot size and the number of tests for the lot.

The last batch produced where production is halted will be sampled, and its properties shall be considered as representative of the particular sublot from which it was taken. Where three sublots are produced, they shall constitute a lot. Where one or two sublots are produced, they shall be incorporated into the next lot, and the total number of sublots shall be used in the acceptance plan calculation, i.e., n = 5 or n = *6,* for example.

d. Partial Lots - Field Placed Material. The lot size for field placed material shall correspond to that of the plant material, except that, in no cases, less than (3) cored samples shall be obtained for the acceptance plan calculations, i.e., n = 3.

401-5.2 ACCEPTANCE CRITERIA.

a. General. Acceptance will be based on the following characteristics of the bituminous mixture and completed pavement as well as the implementation of the Contractor's Quality Control plan and test results:

(1) Air voids	(3) Joint density	(5) Smoothness
(2) Mat density	(4) Thickness	(6) Grade

Air voids, mat density, and joint density will be evaluated for acceptance on a lot basis using the method of estimating percentage of material within specification limits (PWL). Acceptance using PWL considers the variability (standard deviation) of the material and the testing procedures, as well as the average (mean) value of the test results to calculate the percentage of material that is above the lower specification tolerance limit (L) or below the upper specification tolerance limit (U).

Thickness will be evaluated by the Engineer for compliance in accordance with paragraph 401-5.2f(4). Acceptance for smoothness will be based on the criteria contained in paragraph 401-5.2f(5). Acceptance for grade will be based on the criteria contained in paragraph 401-5.2f(6).

The Engineer may at any time, not withstanding previous plant acceptance, reject and require the Contractor to dispose of any batch of bituminous mixture which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or improper mix temperature. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the Engineer, and, if it can be demonstrated in the laboratory, in the presence of the Engineer, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

b. Air Voids. Evaluation for acceptance of each lot of plant produced material for air voids shall be based on PWL. The Contractor shall target production quality to achieve 90 PWL or higher. Consistently producing at a target air void content between 3.35 and 4.65 percent with a standard deviation of 0.65 percent will result in an average PWL of 90.

c. Mat Density. Evaluation for acceptance of each lot of in-place pavement for mat density shall be based on PWL. The Contractor shall target production quality to achieve 90 PWL or higher. Consistently producing at a target mat density of 94.5 percent with a standard deviation of 1.3 percent will result in an average PWL of 90.

d. Joint Density. Evaluation for acceptance of each lot of in-place pavement for joint density shall be based on PWL. The Contractor shall target production quality to achieve 90 PWL or higher. Consistently producing at a target joint density of 92.8 percent with a standard deviation of 1.8 percent will result in an average PWL of 90. Consistently producing at a target joint density of 92.0 percent with a standard deviation of 1.8 percent will result in an average PWL of 80. Consistently producing at a target joint density of 91.5 percent with a standard deviation of 1.8 percent will result in an average PWL of 71.

e. Percentage of Material Within Specification Limits (PWL). The percentage of material within specification limits (PWL) shall be determined in accordance with procedures specified in Section 110 of the General Provisions. The specification tolerance limits (L) and (U) are contained in Table 5.

TABLE 5. ACCEPTANCE LIMITS

	Specification Tolerance Limits	
Test Property	Lower	Upper
Air Voids (% @ N_{des})	2.5	5.5
Mat Density, $\%G_{mm}$	92.8	98.0
Joint Density, $\%G_{mm}$	90.5	

f. Acceptance Criteria.

(1) Mat Density and Air Voids. If the PWL of the lot equals or exceeds 90 percent, the lot shall be acceptable. Acceptance and payment for the lot shall be determined in accordance with paragraph 401-8.1.

(2) Paragraph reserved.

(3) Joint Density. If the PWL of the lot is equal to or exceeds 90 percent, the lot shall be considered acceptable. If the PWL is less than 90 percent, the Contractor shall evaluate the reason and act accordingly. If the PWL is less than 80 percent, the Contractor shall cease operations until the reason for poor compaction has been determined. If the PWL is less than 71 percent, the lot pay factor for the first lot used to complete the joint shall be reduced by 5 percentage points. This lot pay factor reduction shall be incorporated and evaluated in accordance with paragraph 401-8.1.

(4) **Thickness**. Thickness shall be evaluated for compliance by the Engineer to the requirements shown on the plans. Measurements of thickness shall be made by the Engineer using the cores extracted for each sublot for density measurement. ***The maximum allowable deficiency at any point shall not be more than ¼ inch less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, shall not be less than the indicated thickness. Where the thickness tolerances are not met, the lot or sublot shall be corrected by the Contractor at his expense by removing the deficient area and replacing with new pavement. The Contractor, at his expense, may take additional cores as approved by the RPR to circumscribe the deficient area.***

(5) Smoothness. ***The final surface shall be free from roller marks. The finished surfaces of each course of the pavement, except the finished surface of the final course, shall not vary more than ⅜ inch when evaluated with a 16 foot straightedge.*** The finished surface of the final course of pavement shall not vary more than ¼ inch when evaluated with a 16 foot straightedge. ***The lot size shall be 2,000 square yards. Smoothness measurements shall be made at 50 foot intervals and as determined by the RPR. In the longitudinal direction, a smoothness reading shall be made at the center of each paving lane. In the transverse direction, smoothness readings shall be made continuously across the full width of the pavement. However, transverse smoothness readings shall not be made across designed grade changes. At warped transition areas, straightedge position shall be adjusted to measure surface smoothness and not design grade transitions. When more than 15 percent of all measurements within a lot exceed the specified tolerance, the Contractor shall remove the deficient area to the depth of the final course of pavement and replace with new material. Skin patching shall not be permitted. Isolated high points may be ground off providing the course thickness complies with the thickness specified on the plans. High point grinding will be limited to 15 square yards. Areas in excess of 15 square yards will require removal and replacement of the pavement in accordance with the limitations noted above.***

(6) Grade. The finished surface of the pavement shall not vary from the gradeline elevations and cross sections shown on the plans by more than ½ inch (12.70 mm). The finished grade of each lot will be determined by running levels at intervals of 50 feet (15.2 m) or less longitudinally and all breaks in grade transversely (not to exceed 50 feet) to determine the elevation of the completed pavement. The Contractor shall pay the cost of surveying of the level runs that shall be performed by a licensed surveyor. The documentation, stamped and signed by a licensed surveyor, shall be provided by the Contractor to the Engineer. The lot size shall be 2,000 square yards. When more than 15 percent of all the measurements within a lot are outside the specified tolerance, or if any one shot within the lot deviates ¾ inch or more from planned grade, the Contractor shall remove the deficient area to the depth of the final course of pavement and replace with new material. Skin patching shall not be permitted.

Isolated high points may be ground off providing the course thickness complies with the thickness specified on the plans. The surface of the ground pavement shall have a texture consisting of grooves between 0.090 and 0.130 inches wide. The peaks and ridges shall be approximately 1/32 inch higher than the bottom of the grooves. The pavement shall be left in a clean condition. The removal of all of the slurry resulting form the grinding operation shall be continuous. The grinding operation should be controlled so the residue from the operation does not flow across other lanes of pavement. High point grinding will be limited to 15 square yards. Areas in excess of 15 square yards will require removal and replacement of the pavement in accordance with the limitations noted above.

g. Outliers. All individual tests for mat density and air voids shall be checked for outliers (test criterion) in accordance with ASTM E 178, at a significance level of 5 percent. Outliers shall be discarded, and the PWL shall be determined using the remaining test values.

401-5.3 RESAMPLING PAVEMENT.

a. General. Resampling of a lot of pavement for mat density will be allowed if the Contractor requests, in writing, within 48 hours after receiving the written test results from the Engineer. A retest will consist of all the sampling and testing procedures contained in paragraphs 401-5.1b and 401-5.2c. Only one resampling per lot will be permitted.

(1) A redefined PWL shall be calculated for the resampled lot. The number of tests used to calculate the redefined PWL shall include the initial tests made for that lot plus the retests.

(2) The cost for resampling and retesting shall be borne by the Contractor.

b. Payment for Resampled Lots. The redefined PWL for a resampled lot shall be used to calculate the payment for that lot in accordance with Table 6.

c. Outliers. If the tests within a lot include a very large or a very small value which appears to be outside the normal limits of variation, check for an outlier in accordance with ASTM E 178, at a significance level of 5 percent, to determine if this value should be discarded when computing the PWL.

401-5.4 **LEVELING COURSE.** Any variable thickness course, indicated on the plans, used for truing and leveling shall meet the requirements of paragraph 401-3.2 and 5.2b, but shall not be subject to the density requirements of paragraph 401-5.2c and d. The leveling course shall be compacted with the same effort used to achieve density of the test section. The truing and leveling course shall not exceed a nominal thickness of 1-1/2 inches (37.5 mm). ***The Contractor may use a JMF with a 9.5-mm Nominal Maximum Size Aggregate for the leveling course in lieu of the 12.5 mm JMF, provided that it meets the requirements set forth above and that it be at no additional cost to the Owner.***

PART 6 - CONTRACTOR QUALITY CONTROL

401-6.1 GENERAL. The Contractor shall develop a Quality Control Program in accordance with Section 100 of the General Provisions. The program shall address all elements which affect the quality of the pavement including, but not limited to:

a. Mix Design
b. Aggregate Grading
c. Quality of Materials
f. Mixing and Transportation
g. Placing and Finishing
h. Joints

d. Stockpile Management

e. Proportioning

i. Compaction

j. Surface smoothness

401-6.2 TESTING LABORATORY. The Contractor shall provide a fully equipped asphalt laboratory located at the plant or job site. It shall be available for joint use by the Contractor for quality control testing and by the Engineer for acceptance testing and must have adequate equipment for the performance of the tests required by these specifications. The Engineer shall have priority in use of the equipment necessary for acceptance testing.

The effective working area of the laboratory shall be a minimum of 150 square feet (14 square meters) with a ceiling height of not less than 7.5 feet (2.3 meters). Lighting shall be adequate to illuminate all working areas. It shall be equipped with heating and air conditioning units to maintain a temperature of 70 degrees F + 5 degrees (21 degrees C + 2.3 degrees C).

Laboratory facilities shall be kept clean and all equipment shall be maintained in proper working condition. The Engineer shall be permitted unrestricted access to inspect the Contractor's laboratory facility and witness quality control activities. The Engineer will advise the Contractor in writing of any noted deficiencies concerning the laboratory facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

401-6.3 QUALITY CONTROL TESTING. The Contractor shall perform all quality control tests necessary to control the production and construction processes applicable to these specifications and as set forth in the Quality Control Program. The testing program shall include, but not necessarily limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness. A Quality Control Testing Plan shall be developed as part of the Quality Control Program.

a. Asphalt Content A minimum of two extraction tests shall be performed per lot in accordance with ASTM D 2172 or ASTM D 6307 for determination of asphalt content. The weight of ash portion of the extraction test, as described in ASTM D 2172, shall be determined as part of the first extraction test performed at the beginning of plant production; and as part of every tenth extraction test performed thereafter, for the duration of plant production. The last weight of ash value obtained shall be used in the calculation of the asphalt content for the mixture.

The use of the nuclear method for determining asphalt content in accordance with ASTM D 4125 is permitted, provided that it is calibrated for the specific mix being used.

The use of a binder ignition oven for determining asphalt content in accordance with ASTM D 6307 is permitted, provided that it is calibrated for the specific mix being used. This calibration shall be provided to the Owner's Authorized Representative prior to the start of production. The Owner's Authorized Representative reserves the right to verify the calibration of any equipment.

b. Gradation. Aggregate gradations shall be determined a minimum of twice per lot from mechanical analysis of extracted aggregate in accordance with AASHTO T 30 and ASTM C 136 (Dry Sieve). When asphalt content is determined by the nuclear method, aggregate gradation shall be determined from hot bin samples on batch plants, or from the cold feed on drum mix or continuous mix

plants, and tested in accordance with ASTM C 136 (dry sieve) using actual batch weights to determine the combined aggregate gradation of the mixture. If RAP is used in the mix and the asphalt content is determined by the ignition method, aggregate gradations shall be determined from mechanical analysis of the extracted (ignited) aggregate in accordance with AASHTO 730 or ASTM G I 17 and ASTM C136 (Dry Sieve). If RAP is not used in the mix and the asphalt content is determined by the ignition method, aggregate gradations shall be determined from a mechanical analysis of the combined virgin aggregate, taken just prior to introduction into the dryer drum or mixer, and tested in accordance with ASTM C117 and ASTM C136 (Dry Sieve).

c. Fine Aggregate Angularity. The fine aggregate angularity of the fine aggregate used for production shall be determined once per ~~lot~~ ***week*** in accordance with AASHTO T304, Method A.

d. Moisture Content of Aggregate. The moisture content of the aggregate used for production shall be determined once per lot in accordance with ASTM C 566

e. Moisture Content of Mixture. The moisture content of the mixture shall be determined once per lot in accordance with ASTM D 1461. If it exceeds 0.5% by weight of dry mix, the Contractor shall cease production until an action acceptable to the Engineer is taken.

f. Temperatures. Temperatures shall be checked, at least four times per lot, at necessary locations to determine the temperatures of the dryer, the bitumen in the storage tank, the mixture at the plant, and the mixture at the job site.

g. In-Place Density Monitoring. The Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. A nuclear gauge may be used to monitor the pavement density in accordance with ASTM D 2950.

h. Additional Testing. Any additional testing that the Contractor deems necessary to control the process may be performed at the Contractor's option.

i. Monitoring. The Engineer reserves the right to monitor any or all of the above testing.

j. Aggregate Quality. The Contractor shall perform specific gravity and absorption tests on all aggregates used. These tests will be run at least one per week. If the specific gravity parameters vary more than plus or minus 10 percent of the values obtained in the mix design, the Contractor will be required to submit a new job mix formula.

401-6.4 SAMPLING. When directed by the Engineer, the Contractor shall sample and test any material which appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

401-6.5 CONTROL CHARTS. The Contractor shall maintain linear control charts both for individual measurements and range (i.e., difference between highest and lowest measurements) for aggregate gradation and asphalt content.

Control charts shall be posted in a location satisfactory to the Engineer and shall be kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and the

Contractor's test results. The Contractor shall use the control charts, as part of a process control system for identifying potential problems and assignable cause's before they occur. If the Contractor's projected data during production indicates a problem and the Contractor is not taking satisfactory corrective action, the Engineer suspends production or acceptance of the material.

a. Individual Measurements. Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation and asphalt content. The control charts shall use the job mix formula target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

CONTROL CHART LIMITS FOR INDIVIDUAL MEASUREMENTS

Sieve	Action Limit	Suspension Limit
1 inch (25.0 mm)	0%	0%
3/4 inch (19.0 mm)	+/-6%	+/-9%
1/2 inch (12.5 mm)	+/-6%	+/-9%
3/8 inch (9.5 mm)	+/-6%	+/-9%
No. 4 (4.75 mm)	+/-6%	+/-9%
No. 16 (1.18 mm)	+/-5%	+/-7.5%
No. 50 (0.30 mm)	+/-3%	+/-4.5%
No. 200 (0.075 mm)	+/-2%	+/-3%
Asphalt Content	+/-0.4%	+/-0.60%

b. Range. Control charts for range shall be established to control process variability for the test parameters and Suspension Limits listed below. The range shall be computed for each lot as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of n = 2. Should the Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1 .I8 for n = 3 and by 1.27 for n = 4.

CONTROL CHART LIMITS BASED ON RANGE
(Based on n = 2)

Sieve	Suspension Limit
314 inch (1 9 mm)	11 percent
112 inch (12.5 mm)	11 percent
318 inch (9.5 mm)	11 percent
No. 4 (4.75 mm)	11 percent
No. 16 (1.18 mm)	9 percent
No. 50 (0.30 mm)	6 percent
No. 200 (0.075 mm)	3.5 percent
Asphalt Content	0.8 percent

c. Corrective Action. The Quality Control Plan shall indicate that appropriate action shall be taken when the process is believed to be out of tolerance. The Plan shall contain sets of rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if

(1) One point falls outside the Suspension Limit line for individual measurements or range; or

(2) Two points in a row fall outside the Action Limit line for individual measurements.

(3) ANY LIMIT THAT FALLS OUTSIDE THE CONTROL POINTS IN TABLE 3

401-6.6 Additional Plant-Produced Material Testing. The Contractor shall obtain one sample per lot from material behind the laydown operation in accordance with paragraph 401- 5.1.a (1) Sampling. Samples shall not be obtained from the first 50 tons of plant-produced material unless multiple lots occur in one day of production. Sufficient material for preparation of three test specimens for testing in accordance with ASTM D 6926, paragraph 4.5, using 75 blows per face.

The sample of bituminous mixture shall be maintained at a temperature at or above the specified compaction temperature for a period of no less than 30 minutes. If necessary, the sample shall be placed in an oven, for not more than 60 minutes, to bring the samples to the proper compaction temperature. The compaction temperatures shall be as specified in the job mix formula.

The bulk specific gravity of each test specimen shall be measured by the Contractor in accordance with ASTM D 2726 using the procedure for laboratory-prepared thoroughly dry specimens, or ASTM D 1188, whichever is applicable.

The bulk specific gravity for each lot shall be computed by averaging the results of all test specimens representing that lot and reported to the Engineer in writing.

PART 7 - METHOD OF MEASUREMENT

401-7.1 MEASUREMENT. Plant mix bituminous concrete pavement shall be measured by the number of tons (kg) of bituminous mixture used in the accepted work. Recorded batch weights or truck scale weights will be used to determine the basis for the tonnage.

PART 8 - BASIS OF PAYMENT

401-8.1 PAYMENT. Payment for an accepted lot of bituminous concrete pavement shall be made at the contract unit price per ton (kg) for bituminous mixture adjusted according to paragraph 401-8.la, subject to the limitation that:

> The total project payment for plant mix bituminous concrete pavement shall not exceed 100 percent of the product of the contract unit price and the total number of tons (kg) of bituminous mixture used in the accepted work (See Note 2 under Table 6).

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

a. Basis of Adjusted Payment. The pay factor for each individual lot shall be calculated in accordance with Table 6. A pay factor shall be calculated for both mat density and air voids. The lot pay factor shall be the higher of the two values when calculations for both mat density and air voids are I00 percent or higher. The lot pay factor shall be the product of the two values when only one of the calculations for either mat density or air voids is 100 percent or higher. The lot pay factor shall be the lower of the two values when calculations for both mat density and air voids are less than 100 percent. The lot pay factor shall be reduced as necessary per paragraph 401-5.2f(3) Joint Density. The lot pay factor shall apply to both the bituminous mixture and the bituminous material.

TABLE 6. PRICE ADJUSTMENT SCHEDULE[1]

Percentage of Material Within Specification Limits (PWL)	Lot Pay Factor (Percent of Contract Unit Price)
93-100	103
90-93	PWL + 10
70-89	0.125PWL + 88.75
40-69	0.75PWL + 45
Below 40	Reject[2]

[1] ALTHOUGH IT IS THEORETICALLY POSSIBLE TO ACHIEVE A PAY FACTOR OF 103 PERCENT FOR EACH LOT, ACTUAL PAYMENT ABOVE 100 PERCENT SHALL BE SUBJECT TO THE TOTAL PROJECT PAYMENT LIMITATION SPECIFIED IN PARAGRAPH 401-8.1.

[2] The lot shall be removed and replaced. However, the Engineer may decide to allow the rejected lot to remain. In that case, if the Engineer and Contractor agree in writing that the lot shall not be removed, it shall be paid for at 50 percent of the contract unit price AND THE TOTAL PROJECT PAYMENT LIMITATION SHALL BE REDUCED BY THE AMOUNT WITHHELD FOR THE REJECTED LOT.

For each lot accepted, the adjusted contract unit price shall be the product of the lot pay factor for the lot and the contract unit price. Payment shall be subject to the total project payment limitation specified in paragraph 401-8.1. Payment in excess of I00 percent for accepted lots of bituminous concrete pavement shall be used to offset payment for accepted lots of bituminous concrete pavement that achieve a lot pay factor less than 100 percent.

b. Payment. Payment will be made under:

Item P-401 ***Bituminous Surface Course (Superpave™)*** ***–per ton (TON)***

TESTING REQUIREMENTS

ASTM C 29 Unit Weight of Aggregate

ASTM C 88 Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate

ASTM C 117 Test Method for Materials Finer than 75-urn (No.200) Sieve in Mineral Aggregates by Washing

ASTM C 131 Resistance to Abrasion of Small Size Coarse Aggregate by Use of the Los Angeles Machine

ASTM C 136 Sieve or Screen Analysis of Fine and Coarse Aggregates

ASTM C 183 Sampling Hydraulic Cement

ASTM C 566 Total Moisture Content of Aggregate by Drying

ASTM D 75 Sampling Aggregates

ASTM D 995 Requirements for Mixing Plants for Hot-Mixed Hot-Laid Bituminous Paving Mixtures

ASTM D 118 Bulk Specific Gravity of Compacted Bituminous Mixtures Using Paraffin-Coated Specimens

ASTM D 1461 Moisture or Volatile Distillates in Bituminous Paving Mixtures

ASTM D 2041 Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures

ASTM D 2172 Quantitative Extraction of Bitumen from Bituminous Paving Mixtures

ASTM D 2419 Sand Equivalent Value of Soils and Fine Aggregate

ASTM D 2489 Degree of Particle Coating of Bituminous-Aggregate Mixtures

ASTM D 2726 Bulk Specific Gravity of Compacted Bituminous Mixtures Using Saturated Surface-Dry Specimens

ASTM D 3203 Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures

ASTM D 2950 Density of Bituminous Concrete in Place by Nuclear Method

ASTM D 3665 Random Sampling of Paving Materials

ASTM D 3666 Inspection and Testing Agencies for Bituminous Paving Materials

ASTM D 4125 Asphalt Content of Bituminous Mixtures by the Nuclear Method

ASTM D 4318 Liquid Limit, Plastic Limit, and Plasticity Index of Soils

ASTM D 4791 Flat or Elongated particles in Coarse Aggregate

ASTM D 4867 Effect of Moisture on Asphalt Concrete Paving Mixtures

ASTM D 5821 Standard Test Method for determining the percentage of Fractured Particles in Coarse Aggregate

ASTM D 6307 Asphalt Content of Hot Mix Asphalt by Ignition Method.

ASTM D 6926 Standard Practice for Preparation of Bituminous Specimens Using MARSHALL Apparatus

ASTM E 178 Practice for Dealing With Outlying Observations

AASHTO T 30 Mechanical Analysis of Extracted Aggregate

AASHTO T 245 Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus

AASHTO T 304 Test for Fine Aggregate Angularity (Method A)

Manual SP-1 Asphalt Institute Superpave Asphalt Binder Specification

Manual SP-2 Asphalt Institute Superpave Level I Mix design

MATERIAL REQUIREMENTS

ASTM D 242 Mineral Filler for Bituminous Paving Mixtures

ASTM D 946 Asphalt Cement for Use in Pavement Construction

ASTM D 4552 Classifying Hot-Mix Recycling Agents

AASHTO MPI Performance Graded Binder Designation

AASHTO M 323-04 Superpave Volumetric Mix Design

END OF SECTION P-401SP

ITEM P-602

BITUMINOUS PRIME COAT

DESCRIPTION

602-1.1 This item shall consist of an application of bituminous material on the prepared base course in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

MATERIALS

602-2.1 BITUMINOUS MATERIAL. The types, grades, controlling specifications, and application temperatures for the bituminous materials are given in Table 1. The Engineer shall designate the specific material to be used.

TABLE 1. BITUMINOUS MATERIAL

Type and Grade	Specifications	Application Temperature /1/ Deg. F	Deg. C
Emulsified Asphalt			
SS-1, SS-1h	ASTM D 977	70-160	20-70
MS-2, HFMS-1	ASTM D 977	70-160	20-70
CSS-1, CSS-1h	ASTM D 2397	70-160	20-70
CMS-2	ASTM D 2397	70-160	20-70
Cutback Asphalt			
RC-30	ASTM D 2028	80+	30+
RC-70	ASTM D 2028	120+	50+
RC-250	ASTM D 2028	165+	75+

\1\ The maximum temperature for cutback asphalt shall be that at which fogging occurs.

CONSTRUCTION METHODS

602-3.1 WEATHER LIMITATIONS. The prime coat shall be applied only when the existing surface is dry or contains sufficient moisture to get uniform distribution of the bituminous material, when the atmospheric temperature is above 60° F (15° C), and when the weather is not foggy or rainy. The temperature requirements may be waived, but only when so directed by the Engineer.

602-3.2 EQUIPMENT. The equipment used by the Contractor shall include a self-powered pressure bituminous material distributor and equipment for heating bituminous material.

The distributor shall be designed, equipped, maintained, and operated so that bituminous material at even heat may be applied uniformly on variable widths of surface at the specified rate. The allowable variation from the specified rate shall not exceed 10 percent. Distributor equipment shall include a tachometer, pressure gages, volume-measuring devices or a calibrated tank, and a thermometer for measuring temperatures of tank contents. The distributor shall be self-powered and shall be equipped with a power unit for the pump and full

circulation spray bars adjustable laterally and vertically.

If the distributor is not equipped with an operable quick shut off valve, the prime operations shall be started and stopped on building power. The Contractor shall remove blotting sand prior to asphalt concrete lay down operations at no additional expense to the owner.

A power broom and/or blower shall be provided for any required cleaning of the surface to be treated.

602-3.3 APPLICATION OF BITUMINOUS MATERIAL. Immediately before applying the prime coat, the full width of the surface to be primed shall be swept with a power broom to remove all loose dirt and other objectionable material.

The bituminous material including solvent shall be uniformly applied with a bituminous distributor at the rate of 0.25 to 0.50 gallons per square yard (1.20 to 2.40 liters per square meter) depending on the base course surface texture. The type of bituminous material and application rate shall be approved by the Engineer prior to application.

Following the application, the primed surface shall be allowed to dry not less than 48 hours without being disturbed or for such additional time as may be necessary to permit the drying out of the prime until it will not be picked up by traffic or equipment. This period shall be determined by the Engineer. The surface shall then be maintained by the Contractor until the surfacing has been placed. Suitable precautions shall be taken by the Contractor to protect the primed surface against damage during this interval, including supplying and spreading any sand necessary to blot up excess bituminous material.

602-3.4 BITUMINOUS MATERIAL CONTRACTOR'S RESPONSIBILITY. Samples of the bituminous materials that the Contractor proposes to use, together with a statement as to their source and character, must be submitted and approved before use of such material begins. The Contractor shall require the manufacturer or producer of the bituminous materials to furnish material subject to this and all other pertinent requirements of the contract. Only satisfactory materials, so demonstrated by service tests, shall be acceptable.

The Contractor shall furnish vendor's certified test reports for each carload, or equivalent, of bituminous material shipped to the project. The report shall be delivered to the Engineer before permission is granted for use of the material. The furnishing of the vendor's certified test report for the bituminous material shall not be interpreted as basis for final acceptance. All such test reports shall be subject to verification by testing samples of materials received for use on the project.

602-3.5 FREIGHT AND WEIGH BILLS. Before the final estimate is allowed, the Contractor shall file with the Engineer receipted bills when railroad shipments are made, and certified weigh bills when materials are received in any other manner, of the bituminous materials actually used in the construction covered by the contract. The Contractor shall not remove bituminous material from the tank car or storage tank until the initial outage and temperature measurements have been taken by the Engineer, nor shall the car or tank be released until the final outage has been taken by the Engineer.

Copies of freight bills and weigh bills shall be furnished to the Engineer during the progress of the work.

METHOD OF MEASUREMENT

602-4.1 ~~The bituminous material for prime coat shall be measured by the gallon. Volume shall be corrected to the volume at 60° F (15° C) in accordance with ASTM D 1250 for cutback asphalt, and Table IV-3 of The Asphalt Institute's Manual MS-6 for emulsified asphalt.~~ ***No measurement shall be made for Bituminous Prime Coat.***

BASIS OF PAYMENT

602-5.1 ~~Payment shall be made at the contract unit price per gallon for bituminous prime coat. This price shall be full compensation for furnishing all materials and for all preparation, delivering, and applying the materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.~~ ***No separate payment shall be made for Bituminous Prime Coat. Bituminous Prime Coat shall be incidental to Pay Item P-401, Bituminous Surface Coarse (Superpave).***

~~Payment will be made under:~~

~~Item P-602-5.1 Bituminous Prime Coat per gallon~~

MATERIAL REQUIREMENTS

ASTM D 977	Emulsified Asphalt
ASTM D 2028	Cutback Asphalt (Rapid Curing Grade)
ASTM D 2397	Cationic Emulsified Asphalt

TESTING REQUIREMENTS

ASTM D 1250	Petroleum Measurement Tables
Asphalt Institute Manual MS-6 Table IV-3	Asphalt Pocketbook of Useful Information (Temperature-Volume Corrections for Emulsified Asphalts)

END OF SECTION P-602

ITEM P-603
BITUMINOUS TACK COAT

DESCRIPTION

603-1.1 This item shall consist of preparing and treating a bituminous or concrete surface with bituminous material in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

MATERIALS

603-2.1 BITUMINOUS MATERIALS. The bituminous material shall be either cutback asphalt, emulsified asphalt, or tar and shall conform to the requirements of Table 1. The type, grade, controlling specification, and application temperature of bituminous material to be used shall be specified by the Engineer.

TABLE 1. BITUMINOUS MATERIAL

		Application Temperature	
Type and Grade	Specification	Deg. F	Deg. C
Emulsified Asphalt			
SS-1, SS-1h	ASTM D 977	75-130	25-55
CSS-1, CSS-1h	ASTM D 2397	75-130	25-55
Cutback Asphalt			
RC-70	ASTM D 2028	120-160	50-70
Tar			
RTCB 5, RTCB 6	AASHTO M 52	60-120	15-50

CONSTRUCTION METHODS

603-3.1 WEATHER LIMITATIONS. The tack coat shall be applied only when the existing surface is dry and the atmospheric temperature is above 60°F (15°C). The temperature requirements may be waived, but only when so directed by the Engineer.

603-3.2 EQUIPMENT. The Contractor shall provide equipment for heating and applying the bituminous material. The distributor shall be designed, equipped, maintained, and operated so that bituminous material at even heat may be applied uniformly on variable widths of surface at the specified rate. The allowable variation from the specified rate shall not exceed 10 percent. Distributor equipment shall include a tachometer, pressure gages, volume-measuring devices or a calibrated tank, and a thermometer for measuring temperatures of tank contents. The distributor shall be self-powered and shall be equipped with a power unit for the pump and full circulation spray bars adjustable laterally and vertically.

If the distributor is not equipped with an operable quick shut off valve, the tack operations shall be started and stopped on building paper. The Contractor shall remove blotting sand prior to asphalt concrete lay down operations at no additional expense to the owner.

A power broom and/or blower shall be provided for any required cleaning of the surface to be treated.

603-3.3 APPLICATION OF BITUMINOUS MATERIAL. Immediately before applying the tack coat, the full width of surface to be treated shall be swept with a power broom and/or airblast to remove all loose dirt and other objectionable material.

Emulsified asphalt shall be diluted by the addition of water when directed by the Engineer and shall be applied a sufficient time in advance of the paver to ensure that all water has evaporated before any of the overlying mixture is placed on the tacked surface.

The bituminous material including vehicle or solvent shall be uniformly applied with a bituminous distributor at the rate of 0.05 to 0.15 gallons per square yard (0.24 to 0.72 liters per square meter) depending on the condition of the existing surface. The type of bituminous material and application rate shall be approved by the Engineer prior to application.

Following the application, the surface shall be allowed to cure without being disturbed for such period of time as may be necessary to permit drying out and setting of the tack coat. This period shall be determined by the Engineer. The surface shall then be maintained by the Contractor until the next course has been placed. Suitable precautions shall be taken by the Contractor to protect the surface against damage during this interval.

603-3.4 BITUMINOUS MATERIAL CONTRACTOR'S RESPONSIBILITY. Samples of the bituminous material that the Contractor proposes to use, together with a statement as to its source and character, must be submitted and approved before use of such material begins. The Contractor shall require the manufacturer or producer of the bituminous material to furnish material subject to this and all other pertinent requirements of the contract. Only satisfactory materials so demonstrated by service tests, shall be acceptable.

The Contractor shall furnish the vendor's certified test reports for each carload, or equivalent, of bituminous material shipped to the project. The tests reports shall contain all the data required by the applicable specification. If the Contractor applies the material prior to receipt of the tests reports, payment for the material shall be withheld until they are received. If the material does not pass the specifications it shall be replaced at the contractor's expense. The report shall be delivered to the Engineer before permission is granted for use of the material. The furnishing of the vendor's certified test report for the bituminous material shall not be interpreted as a basis for final acceptance. All such test reports shall be subject to verification by testing samples of material received for use on the project.

603-3.5 FREIGHT AND WEIGH BILLS. Before the final estimate is allowed, the Contractor shall file with the Engineer receipted bills when railroad shipments are made, and certified weigh bills when materials are received in any other manner, of the bituminous materials actually used in the construction covered by the contract. The Contractor shall not remove bituminous material from the tank car or storage tank until the initial outage and temperature measurements have been taken by the Engineer, nor shall the car or tank be released until the final outage has been taken by the Engineer. Copies of freight bills and weigh bills shall be furnished to the Engineer during the progress of the work.

METHOD OF MEASUREMENT

603-4.1 ~~The bituminous material for tack coat shall be measured by the gallon. Volume shall be corrected to the volume at 60°F (15°C) in accordance with ASTM D 1250 for cutback asphalt, ASTM D 633 for tar, and Table.~~ ***No measurement shall be made for Bituminous Tack Coat.***

603-4.2 IV-3 of The Asphalt Institute's Manual MS-6 for emulsified asphalt. Water added to emulsified asphalt will not be measured for payment.

BASIS OF PAYMENT

603.5-1 ~~Payment shall be made at the contract unit price per gallon of bituminous material. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.~~ ***No separate payment shall be made for Bituminous Tack Coat. Bituminous Tack Coat shall be incidental to Pay Item P-401, Bituminous Surface Coarse (Superpave).***

Payment will be made under:

~~Item P-603 Bituminous Tack Coat per gallon~~

MATERIAL REQUIREMENTS

ASTM D 633	Volume Correction Table for Road Tar
ASTM D 977	Emulsified Asphalt
ASTM D 1250	Petroleum Measurement Tables
ASTM D 2028	Cutback Asphalt (Rapid-Curing Type)
ASTM D 2397	Cationic Emulsified Asphalt
Asphalt Institute Manual MS-6 Table IV-3	Asphalt Pocketbook of Useful Information (Temperature-Volume Corrections for Emulsified Asphalts)

END ITEM P-603

ITEM P-605

JOINT SEALING FILLER

PART 1 - DESCRIPTION

605.1.1 GENERAL.

A. This item shall consist of providing and installing a silicone sealant capable of sealing joints in concrete pavements.

PART 2 - MATERIALS

605.2.1 SEALANT:

A. ~~Silicone sealant (non-acid curing) material shall meet the requirements shown in Table 1.~~ ***The joint sealing material for sealing portland cement concrete-cement concrete joints shall consist of cold applied silicone sealant (non-acid curing) equal to Dow Corning 888 Silicone Joint Sealant or approved equal. The joint sealing materials for sealing portland cement concrete-asphalt concrete joints shall be of a material compatible to both types of pavement and shall be equal to Dow Corning 890-SL Self Leveling Silicone Joint Sealant or approved equal. The silicone sealant materials shall meet the requirements of Table 1.***

TABLE 1. SILICONE SEALANT REQUIREMENTS

Test Method	Test	Requirement
MIL-S-88O2	Flow	0.3 maximum
MIL-S-88O2	Tack Free Time	90 minutes, maximum
ASTM D 2240	Durometer Hardness [1]	10 - 25
ASTM D 412 (Die C)	elongation [1]	75 psi, maximum
ASTM D412 (Die C)	Elongation [1]	800% minimum
MIL-S-88O2	Adhesion to Concrete	20 lbs, minimum
ASTM C 719	Movement	± 50%, minimum

[1]/ Sample cured 7 days at 77° F ± 2° F (25° C ± 1° C) and 50% ± 5% relative humidity.

B. Each lot or batch of sealing material shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be labeled to include the following:

1. Name of material
2. Manufacturer's name
3. Manufacturer's lot number
4. Shelf life
5. Mixing instructions

6. Storage instructions

C. ***Materials which the Contractor proposes for use and copies of the manufacturer's recommendations for mixing and installation shall be submitted to the RPR for approval prior to use.***

D. In addition, the Contractor shall supply the manufacturer's certification stating that the material meets the requirements of this specification.

605.2.2 BACKER ROD:

A. The backer rod shall be a non-moisture absorbing resilient material. The rod shall be compatible with the sealant and no bond or reaction shall occur between the rod and the sealant.

PART 3 - CONSTRUCTION METHODS

605.3.1 WEATHER LIMITATIONS.

A. Installation temperature shall be above 40° F (4.4° C). At a temperature of 75° F (24° C) and 50 percent relative humidity, the sealant will cure to a tack-free surface in about one hour. At a temperature of 40° F (4° C) the tack-free time will be about 2-3 hours. ***At the time of application of the sealing compound, the weather shall not be rainy or foggy.***

605.3.2 EQUIPMENT.

A. ***All equipment necessary for the proper construction of this work shall be on the project in first class working condition. The equipment shall be as recommended by the manufacturer of the sealer and approved by the RPR before construction is permitted to start.*** Air compressors shall be equipped with suitable traps capable of removing all free water and oil from the compressed air and shall be capable of furnishing air with a pressure greater than 90 psi.

605.3.3 PREPARATION OF JOINTS.

A. ~~Immediately after saw cutting is complete the resulting cement slurry shall be completely removed from the joint by water washing followed by sandblasting. After sandblasting the joint shall be blown out with compressed air. When the surfaces are clean and dry, and just prior to placement of the sealant, compressed air shall be used to blow out the joint and remove all residual dust.~~ ***Immediately after saw cutting is complete, the resulting cement slurry shall be completely removed from the joint by water washing. All existing sealant materials in joints to be resealed shall be removed completely and the joint shall be thoroughly cleaned by water washing. The Contractor shall use water washing to thoroughly clean the joints of all laitance, curing compound, and other foreign material. Upon completion of cleaning, the joint shall be blown out with compressed air. When the surfaces are clean and dry, and just prior to placement of the sealant, compressed air shall again be used to blow out the joint and remove all residual dust. The joint faces shall be sound and the surface dry when the sealant is applied. During the sawing/cleaning operations the Contractor shall utilize a vacuum to pick-up all dust and debris generated***

from the joint cleaning operations. The vacuum shall be either equipped with a shroud or be powerful enough to prevent any dust or debris to escape onto the active aircraft operations areas. The Contractor shall demonstrate the effectiveness of this equipment to the RPR prior to beginning full scale operations.

B. ***When sealing cement concrete-asphaltic concrete joints, the surface preparation and application shall be in strict accordance with the sealer's manufacturer written instructions submitted by the Contractor for the RPR's approval.***

605.3.4 INSTALLATION OF JOINT SEALER:

A. ~~Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the Engineer before the Contractor begins sealing operations. A backer rod shall be installed as shown on the plans, prior to placement of the joint sealer. The sealant shall be applied in a continuous operation, with an approved mechanical device, and shall adhere to the concrete and be free of voids. The sealant shall then be tooled, with an appropriate tool, to produce a slightly concave surface approximately 1/4 inch below the pavement surface. Tooling shall be accomplished before a skin forms on the surface, usually within ten minutes of application.~~ ***Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the RPR before the Contractor begins sealing operations. Sealant shall be installed in accordance with the manufacturer's written recommendations and the requirements contained in this specification.***

B. ***Backer rods shall be installed prior to placement of the joint sealer, using a suitable roller device recommended for such use by the sealant manufacturer, in the bottom of the joint to be filled to control the depth of the sealant, to achieve the desired shape factor, and to support the sealant against indentation and sag. The sealant shall be applied in a continuous operation, with an approved mechanical device that will force the sealant to the bottom of the joint and completely fill the joint without spilling the material on the surface of the pavement, and shall adhere to the concrete (cement concrete and/or asphaltic concrete as the case may be) and shall be free of voids. Sealant which does not bond to the concrete (cement concrete and/or asphaltic concrete as the case may be) surface of the joint walls, contain voids, or fails to set to a tack-free condition will be rejected and replaced by the Contractor at no additional cost. During the course of the work, any batches that do not have good consistency for application shall be replaced. Excess sealant on the pavement surface shall be immediately removed.***

PART 4 - METHOD OF MEASUREMENT

605-4.1 Joint sealing material shall be measured by the linear foot (meter) of sealant in place, completed and accepted.

PART 5 - BASIS OF PAYMENT

605-5.1 Payment for joint sealing material shall be made at the contract unit price per linear foot (meter). The price shall be full compensation for furnishing all materials, for all preparation, cleaning of existing joints, removal and disposal of existing joint sealing material, delivery and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

5.1 Payment will be made under:

Item P-605	Joint Sealing Filler	-- per linear foot (LF)

END OF SECTION P-605

ITEM P-620

RUNWAY AND TAXIWAY PAINTING

DESCRIPTION

620-1.1 This item shall consist of the painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Engineer.

MATERIALS

620-2.1 MATERIALS ACCEPTANCE. The Contractor shall furnish manufacturer's certified test reports for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. The reports can be used for material acceptance or the Engineer may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the Engineer upon arrival of a shipment of materials to the site. ***The material quantities shall be verified "on-site" to match the square feet of markings. Quantities should be calculated in accordance with the coverage rates outlines below for both paint and glass beads.***

620-2.2 PAINT. Paint shall be Waterborne in accordance with the requirements of paragraph 620-2.2**(a).** Paint shall be furnished in Yellow - 33538, or black – 37038 in accordance with Federal Standard No 595.

a. WATERBORNE. Paint shall meet the requirements of Federal Specification TT-P-1952E, Type II.

620-2.3 REFLECTIVE MEDIA. Glass beads shall meet the requirements of Federal Specification TT-B-1325D, Type III. Glass beads shall be treated with all compatible coupling agents recommended by the manufacturer of the paint and reflective media to ensure adhesion and embedment.

CONSTRUCTION METHODS

620-3.1 WEATHER LIMITATIONS. The painting shall be performed only when the surface is dry and when the surface temperature is at least 45°F (7°C) and rising and the pavement surface temperature is at least 5°F (2.7°C) above the dew point. Painting operations shall be discontinued when the surface temperature exceeds the maximum surface temperature recommended by the paint manufacturer. Markings shall not be applied when the pavement temperature is greater than 120°F.

620-3.2 EQUIPMENT. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job. ***The mechanical marking equipment shall be able to paint from 6-inches in a single pass.***

The mechanical marker shall be an atomizing spray-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall apply markings of uniform cross sections and clear-cut edges without running or spattering and without over spray ***and within the limits for straightness set forth herein.***

Suitable adjustments shall be provided on the sprayer(s) of a single machine or by furnishing additional equipment for painting the width required.

620-3.3 PREPARATION OF SURFACE. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material that would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by ***high pressure water blasting,*** sweeping and blowing or by other methods as required to remove all dirt, laitance, and loose materials without damage to the pavement surface. ***Areas which cannot be satisfactorily cleaned by brooming and blowing shall be scrubbed as directed with a water solution of trisodium phosphate, 10% by weight, or an approved equal solution. After scrubbing, the solution shall be rinsed off and the surface dried prior to painting.*** Use of any ***additional*** chemicals or impact abrasives during surface preparation shall be approved in advance by the Engineer. Existing markings or stripes to be removed on pavement to remain in place shall be removed by sand blasting to the satisfaction of the Engineer. ***A vacuum sweeper shall be provided to remove the majority of the water and debris as the cleaning proceeds. The engineer shall be given 24-hours notice prior to the commencement of painting operations to ensure adequate cleaning measures have been performed.***

620-3.4 LAYOUT OF MARKINGS. The proposed markings shall be laid out in advance of the paint application. ***Control points shall be placed at such intervals as will ensure accurate location of all markings.*** The locations of markings to receive glass beads shall be shown on the plans and shall include all runway and taxiway holding position markings, runway threshold markings, runway threshold bars, runway designation markings, runway touchdown zone markings, runway centerline markings, runway side stripe markings, displaced threshold markings, taxiway centerline markings, taxiway edge markings, all taxiway centerline and other taxiway markings, non-movement area boundary markings, and all apron markings. ***Glass beads shall not be applied to black markings under any circumstances.***

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

620-3.5 APPLICATION. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the Engineer. ***All painting shall be performed to the satisfaction of the Engineer by competent and experienced equipment operators, laborers, and artisans in a neat and workmanlike manner.*** The edges of the markings shall not vary from a straight line more than ½ inch (12 mm) in 50 feet (15 m) and marking dimensions and spacings shall be within the following tolerances:

Dimension and Spacing	Tolerance
36 inches (910 mm) or less	+/- 1/2 inch (12 mm)
greater than 36 inches to 6 feet (910 mm to 1.85 m)	+/- 1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	+/- 2 inches (51 mm)
greater than 60 feet (18.3 m)	+/- 3 inches (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate(s) shown in Table 1. The addition of thinner will not be permitted. A period of 14 days shall elapse between placement of a bituminous surface course or seal coat and application of the paint.

Hand held sprayers are not permitted except for irregular shapes and small areas. If the paint it applied to small areas by brush, the surface shall receive two coats; the first coat shall be thoroughly dry before the second coat is applied.

Paint installation shall be monitored for correct application rates (film thickness). The proper paint thickness is necessary to properly anchor the glass beads and verify the paint coverage matches the application rates below. Wet paint film thickness should be 15 mils wet.

TABLE 1. APPLICATION RATES FOR PAINT AND GLASS BEADS

Paint Type	Paint Square feet per gallon, ft^2/gal (Square meters per liter, m^2/l)	Glass Beads, Type III Pounds per gallon of paint--lb./gal. (Kilograms per liter of paint--kg/l
Waterborne	115 ft^2/gal. Maximum (2.8 m^2/l)	10 lb./gal. Minimum (1.2 kg/l)

Glass beads, ***where specified***, shall be distributed to the surface of ~~upon~~ the marked areas ~~at the locations shown on the plans to receive glass beads~~ immediately after application of the paint. A dispenser shall be furnished which is properly designed for attachment to the marking machine and suitable for dispensing glass beads as the paint is applied. ***Each bead dispenser shall be calibrated in the presence of the engineer or designated representative in accordance with manufacturer's recommendations and monitored throughout the course of the project to ensure proper bead coverage. A calibration kit consisting of a scaled beaker and a stopwatch is available from the glass bead manufacturer.*** Glass beads shall be applied at the rate(s) shown in Table 1. Glass beads shall not be applied to black paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made.

Retro-Reflectivity readings measure the effective light return for glass beads and are correlated to low light or nighttime visibility. Retro-Reflectivity readings shall measure a minimum of 600 millencandelas per square meter per lux for white paint and minimum of 40 for yellow paint. Readings shall be taken by the contractor in the presence of the engineer within 3 days of application using an approved 30 meter retro-reflectometer (Miralux or LTL 2000).

All emptied containers shall be returned to the paint storage area for checking by the Engineer. The containers shall not be removed from the airport or destroyed until authorized by the Engineer. ***The Contractor shall make an accurate accounting of the paint materials used in the accepted work to assist the Engineer in verifying the average rate of application.***

620-3.6 PROTECTION AND CLEANUP. After application of the paint, all markings shall be protected from damage until the paint is dry. ***The fresh paint shall be protected from injury or damage of any kind. The Contractor shall be directly responsible and shall erect or place suitable warming signs, flags or barricades, protective screens, or coverings as required.*** All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings of paint. The Contractor shall remove from the site all debris, waste, loose or unadhered reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the Engineer. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and Federal environmental statutes and regulations.

620-3.7 Defective Workmanship of Material. Should any material not conforming to the requirements of the specification or plans be delivered to the project or incorporated in the work, or should any work performed by of inferior quality, such material or work shall be considered defective and shall be

corrected (up to and including removal and replacement) as directed by the Engineer, at the expense of the Contractor.

METHOD OF MEASUREMENT

620-4.1 The quantity of ***airfield pavement*** markings to be paid for shall be the number of square feet of painting performed in accordance with the specifications and accepted by the Engineer.

BASIS OF PAYMENT

620-5.1 Payment shall be made at the respective contract price per square foot price for ***airfield markings and at the respective contract price per square foot of pavement marking removal.*** This price shall be full compensation for ***surface preparation,*** furnishing, all materials, ***including reflective media,*** and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under

~~Item P-620-5.1-1 Runway and Taxiway Painting per square foot~~

Item P-620-1 Airfield Pavement Markings with Reflective Media, Yellow - per square foot (SF)

Item P-620-2 Airfield Pavement Markings without Reflective Media, Black - per square foot (SF)

Item P-620-3 Airfield Pavement Markings with Reflective Media, White - per square foot (SF)

TESTING REQUIREMENTS

ASTM C-136	Sieve Analysis of Fine and Coarse Aggregates
ASTM C 146	Chemical Analysis of Glass Sand
ASTM C 371	Wire-Cloth Sieve Analysis of Nonplastic Ceramic Powders
ASTM D 92	Test Method for Flash and Fire Points by Cleveland Open Cup
ASTM D 711	No-Pick-Up Time of Traffic Paint
ASTM D 968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D 1213-54 (1975)	Test Method for Crushing Resistance of Glass Spheres
ASTM D 1652	Test Method for Epoxy Content of Epoxy Resins
ASTM D 2074	Test Method for Total Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D 2240	Test Method for Rubber Products-Durometer Hardness
ASTM G 15453	Operating Light and Water-Exposure Apparatus (Florescent Light Apparatus UV-Condensation Type) for Exposure of Nonmetallic Materials.
Federal Test Method Standard No. 141D/GEN	Paint, Varnish, Lacquer and Related Materials; Methods of Inspection, Sampling and Testing

MATERIAL REQUIREMENTS

ASTM D 476	Specifications for Dry Pigmentary Titanium Dioxide Pigments Products.
Code of Federal Regulations	40 CFR Part 60, Appendix A – Definition of Traverse Point Number and Location
Code of Federal Regulations	29 CFR Part 1910.1200 – Hazard Communications
FED SPEC TT-B-1325D	Beads (Glass Spheres) Retroreflective
AASHTO M 247	Glass Beads Used in Traffic Paints
FED SPEC TT-P-1952E	Paint, Traffic and Airfield Marking, Waterborne
Commercial Item Description (CID) A-A-2886A	Paint, Traffic, Solvent Based
Fed Std 595	Colors used in Government Procurement

END OF ITEM P-620

ITEM T-904

SODDING

DESCRIPTION

904-1.1 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 Engineer.

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, which 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. At least 70% of the plants in the cut sod shall be composed of Bahia Argentina sod, and any vegetation more than 6 inches in height shall be mowed to a height of 3 inches or less before the 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. Lime shall conform to the requirements of 901-2.2.

904-2.3 FERTILIZER. Fertilizer shall conform to the requirements of 901-2.3.

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. It shall be subject to the approval of the Engineer prior to use.

904-2.5 SOIL FOR REPAIRS. The soil for fill and top soiling of areas to be repaired shall conform to the requirements of 901-2.4.

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, which 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 Engineer before the various operations are started. The Contractor shall demonstrate to the Engineer 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, which 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 methods acceptable to the Engineer. 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 Engineer, 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 (45 cm), 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, permission 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 Engineer, 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 insure knitting without displacement of the sod or deformation of the surfaces of sodded areas. All sod shall be rolled within 24 hours of installation. 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 1 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 roller compaction shall be placed flush with pavement edges.

On slopes steeper than 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 square inch (18 square millimeter). 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, which will avoid erosion from the application of excessive quantities and will avoid damage to the finished surface.

904-3.7 ESTABLISHING TURF.

a. General: 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.

b. Protection: All sodded areas shall be protected against traffic or other use by warning signs or barricades approved by the Engineer.

c. Mowing: The Contractor shall mow the sodded areas with approved mowing equipment, depending upon climatic and growth conditions and the needs for mowing specific areas. In the event that weeds or other undesirable vegetation are permitted to grow to such an extent that, either cut or uncut, they threaten to smother the sodded species, they shall be mowed and the clippings raked and removed from the area.

904-3.8 REPAIRING. When the surface has become bullied 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 Engineer, and shall then be sodded as specified in 904-3.5.

904-3.9 WARRANTY. All new sod shall be warranted through the end of the construction period and for 60 days following final acceptance.

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-904-5.1 Sodding - per square yard (square meter)~~

Item T-904 Sodding, Bahia Argentina - per square yard

END OF SECTION T-904

ITEM T-905

TOPSOILING

DESCRIPTION

905-1.1 This item shall consist of preparing the ground surface for topsoil application, ~~removing topsoil from designated stockpiles or areas to be stripped on the site or~~ ***procuring topsoil*** from approved sources off the site, and placing and spreading the topsoil on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the Engineer.

MATERIALS

905-2.1 TOPSOIL. Topsoil shall be the surface layer of soil with no admixture of refuse or any material toxic to plant growth, and it shall be reasonably free from subsoil and stumps, roots, brush, stones (2 inches or more in diameter), clay lumps or similar objects. Brush and other vegetation which will not be incorporated with the soil during handling operations shall be cut and removed. ~~Ordinary sods and herbaceous growth such as grass and weeds are not to be removed but shall be thoroughly broken up and intermixed with the soil during handling operations.~~ The topsoil or soil mixture, unless otherwise specified or approved, shall have a pH range of approximately 5.5 pH to 7.6 pH, when tested in accordance with the methods of testing of the association of official agricultural chemists in effect on the date of invitation of bids. The organic content shall be not less than 3% nor more than 20% as determined by the wet-combustion method (chromic acid reduction). there shall be not less than 20% nor more than 80% of the material passing the 200 mesh (0.075 mm) sieve as determined by the wash test in accordance with ASTM C 117.

Natural topsoil may be amended by the Contractor with approved materials and methods to meet the above specifications.

905-2.2 INSPECTION AND TESTS. Within 10 days following acceptance of the bid, the Engineer shall be notified of the source of topsoil to be furnished by the Contractor. The topsoil shall be inspected to determine if the selected soil meets the requirements specified ~~and to determine the depth to which stripping will be permitted. At this time, the Contractor may be required to take representative soil samples from several locations within the area under consideration and to the proposed stripping depths, for testing purposes as specified in 905-2.1.~~

CONSTRUCTION METHODS

905-3.1 GENERAL. Areas to be topsoiled shall be ~~shown on the plans~~ ***any area shown to be sodded.*** ~~If topsoil is available on the site, the location of the stockpiles or areas to be stripped of topsoil and the stripping depths shall be shown on the plans.~~

Suitable equipment necessary for proper preparation and treatment of the ground surface, ~~stripping of topsoil,~~ and for the handling and placing of all required materials shall be on hand, in good condition, and approved by the Engineer before the various operations are started.

905-3.2 PREPARING THE GROUND SURFACE. Immediately prior to dumping and spreading the topsoil on any area, the surface shall be loosened by discs or spike-tooth harrows, or by other means approved by the Engineer, to a minimum depth of 2 inches (50 mm) to facilitate bonding of the topsoil to the covered

subgrade soil. The surface of the area to be topsoiled shall be cleared of all stones larger than 2 inches (50 mm) in any diameter and all litter or other material which may be detrimental to proper bonding, the rise of capillary moisture, or the proper growth of the desired planting. Limited areas, as shown on the plans, which are too compact to respond to these operations shall receive special scarification.

Grades on the area to be topsoiled, which have been established by others as shown on the plans, shall be maintained in a true and even condition. Where grades have not been established, the areas shall be smooth-graded and the surface left at the prescribed grades in an even and properly compacted condition to prevent, insofar as practical, the formation of low places or pockets where water will stand.

905-3.3 OBTAINING TOPSOIL. ~~Prior to the stripping of topsoil from designated areas, any vegetation, briars, stumps and large roots, rubbish or stones found on such areas, which may interfere with subsequent operations, shall be removed using methods approved by the Engineer. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means shall be removed.~~

~~When suitable topsoil is available on the site, the Contractor shall remove this material from the designated areas and to the depth as directed by the Engineer. The topsoil shall be spread on areas already tilled and smooth-graded, or stockpiled in areas approved by the Engineer. Any topsoil stockpiled by the Contractor shall be rehandled and placed without additional compensation. Any topsoil that has been stockpiled on the site by others, and is required for topsoiling purposes, shall be removed and placed by the Contractor. The sites of all stockpiles and areas adjacent thereto which have been disturbed by the Contractor shall be graded if required and put into a condition acceptable for seeding.~~

~~When suitable topsoil is secured off the airport site, the Contractor shall locate and obtain the supply, subject to the approval of the Engineer. The Contractor shall notify the Engineer sufficiently in advance of operations in order that necessary measurements and tests can be made. The Contractor shall remove the topsoil from approved areas and to the depth as directed. The topsoil shall be hauled to the site of the work and placed for spreading, or spread as required. Any topsoil hauled to the site of the work and stockpiled shall be rehandled and placed without additional compensation.~~

All topsoil shall be commercial grade, bagged or bulk purchased, from an approved landscape supplier.

905-3.4 PLACING TOPSOIL. The topsoil shall be evenly spread on the prepared areas to a uniform depth of ~~2 inches (50 mm)~~ ***4 inches*** after compaction, unless otherwise shown on the plans or stated in the special provisions. Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to the work. Spreading shall be carried on so that turfing operations can proceed with a minimum of soil preparation or tilling.

After spreading, any large, stiff clods and hard lumps shall be broken with a pulverizer or by other effective means, and all stones or rocks (2 inches (50 mm) or more in diameter), roots, litter, or any foreign matter shall be raked up and disposed of by the Contractor. After spreading is completed, the topsoil shall be satisfactorily compacted by rolling with a cultipacker or by other means approved by the Engineer. The compacted topsoil surface shall conform to the required lines, grades, and cross sections. Any topsoil or other dirt falling upon pavements as a result of hauling or handling of topsoil shall be promptly removed.

PART 4 - METHOD OF MEASUREMENT

~~**905-4.1** Topsoil obtained on the site shall be measured by the number of cubic yards (cubic meters) of topsoil measured in its original position and stripped or excavated. Topsoil stockpiled by others and removed for topsoiling by the Contractor shall be measured by the number of cubic yards (cubic meters) of topsoil~~

~~measured in the stockpile. Topsoil shall be measured by volume in cubic yards (cubic meters) computed by the method of end areas.~~

~~**905-4.2** Topsoil obtained off the site shall be measured by the number of cubic yards (cubic meters) of topsoil measured in its original position and stripped or excavated. Topsoil shall be measured by volume in cubic yards (meters) computed by the method of end areas.~~

905-4.1 Topsoil shall not be measured for payment.

PART 5 - BASIS OF PAYMENT

~~**905-5.1** Payment will be made at the contract unit price per cubic yard (cubic meter) for topsoiling (obtained on the site). This price shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.~~

~~**905-5.2** Payment will be made at the contract unit price per cubic yard (cubic meter) for topsoiling (obtained off the site). This price shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.~~
~~Payment will be made under:~~

~~Item T-905-5.1 Topsoiling (Obtained on Site or Removed from Stockpile) per cubic yard (cubic meter)~~

~~Item T-905-5.2 Topsoiling (Furnished from Off the Site) per cubic yard (cubic meter)~~

905-5.1 No separate payment will be made for topsoiling. Topsoiling shall be incidental to Pay Item T-904 - Sodding

END OF SECTION T-905

ITEM F-162

CHAIN-LINK FENCES

DESCRIPTION

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

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 A 392, Class 2.

162-2.2 BARBED WIRE. Barbed wire shall be ~~2~~ *3*-strand 12-½ 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 F-1043 or ASTM F 1083 as follows:

Galvanized tubular steel pipe shall conform to the requirements of Group 1A, (Schedule 40) coatings conforming to Type A, or Group IC (High Strength Pipe), External coating Type B, and internal coating Type B or D.

Posts, rails, and braces furnished for use in conjunction with aluminum allow fabric shall be aluminum allow or composite.

Post, rails, and braces, with the exception of galvanized steel conforming to F 1043 or ASTM F 1083, Group IA, Type A, or aluminum alloy, shall demonstrate ability to withstand testing in salt spray in accordance with ASTM B 117 as follows:

External: 1,000 hours with a maximum of 5% red rust.
Internal: 650 hours with a maximum of 5% red rust.

The dimensions of the posts, rails, and braces shall be in accordance with Tables I through VI of Fed. Spec. 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 A 824.

All material shall conform to Fed. Spec. 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 A 153. 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 be of a commercial grade with a minimum 28-day compressive strength of 2,500 psi (17,240 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 CLEARING FENCE LINE. All trees, brush, stumps, logs, and other debris which would interfere with the proper construction of the fence in the required location shall be removed a minimum width of 2 feet (61 cm) on each side of the fence centerline before starting fencing operations. The cost of removing and disposing of the material shall not constitute a pay item and shall be considered incidental to fence construction.

162-3.2 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.

162-3.3 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.

162-3.4 INSTALLING BRACES. Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal posts.

162-3.5 INSTALLING FABRIC. The wire fabric shall be firmly attached to the posts and braced in the manner 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 1 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 thereon to span the opening below the fence. The vertical clearance between strands of barbed wire shall be 6 inches (150 mm) or less.

162-3.6 ELECTRICAL GROUNDS. Electrical grounds shall be constructed at 500-foot (150 m) intervals. The ground shall be accomplished with a copper clad rod 8 feet (240 cm) long and a minimum of 5/8 inch (15 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.

METHOD OF MEASUREMENT

162-4.1 ~~Chain-link fence with barbed wire attachment will be measured for payment by the linear foot (meter). Measurement will be along the top of the fence from center to center of end posts, excluding the length occupied by gate openings.~~ ***No separate measurement shall be made for fences.***

162-4.2 Gates will be measured as complete ***and fully operable*** units. ***No separate measurement shall be made for 28' long double swing gate.***

BASIS OF PAYMENT

162-5.1 Payment for chain-link fence will be made at the contract unit price per linear foot (meter). ***No separate payment shall be made for fences. All fence modification shall be included in Pay Item M-101.***

~~Payment for driveway or walkway gates will be made at the contract unit price for each gate.~~ ***No separate payment shall be made for 28' long double swing gate. All gates shall be included in Pay Item M-101.***

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

Payment will be made under:

~~Item F-162-5.1 Chain-Link Fence per linear foot (meter)~~

~~Item F-162-5.2 Driveway Gates per linear foot (meter)~~

~~Item F-162-5.3 Walkway Gates per each~~

MATERIAL REQUIREMENTS

ASTM A 121 Zinc-Coated (Galvanized) Steel Barbed Wire
ASTM A 123 Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products

ASTM A 153 Zinc Coating (Hot-Dip) on Iron and Steel Hardware

ASTM A 392 Zinc-Coated Steel Chain-Link Fence Fabric

ASTM A 491 Aluminum-Coated Steel Chain-Link Fence Fabric

ASTM A 572 High-Strength Low-Alloy Columbium-Vanadium Steels of Structural Steel Quality

ASTM A 653	Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
ASTM A 824	Metallic-Coated Steel Marcelled Tension Wire for Use With Chain Link Fence
ASTM A 1011	Steel Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability
ASTM B 117	Standard Test Method of Salt Spray (Fog) Apparatus
ASTM B 221	Aluminum-Alloy Extruded Bars, Rods, Wire Shapes and Tubes
ASTM B 429	Aluminum-Alloy Extruded Structural Pipe and Tube
ASTM F 668	Poly(vinyl Chloride)(PVC) and other Organic Polymer-Coated Steel Chain-Link Fence Fabric
ASTM F 1043	Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework
ASTM F 1083	Pipe, Steel, Hot-Dipped Zinc-coated (galvanized) Welded, for Fence Structures
ASTM F 1183	Aluminum Alloy Chain Link Fence Fabric
ASTM F 1345	Zinc-5% Aluminum-Mischmetal Alloy-Coated Steel Chain Link Fence Fabric
ASTM G 152	Operating Open Flame (Carbon-Arc) Light Apparatus for Exposure of Nonmetallic Materials
ASTM G 153	Operating Enclosed Carbon-Arc Light Apparatus for Exposure of Nonmetallic Materials
ASTM G 154	Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials
ASTM G 155	Operating (Xenon-Arc) Light Apparatus for Exposure of Nonmetallic Materials.
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)

END OF ITEM F-162

ITEM L-100

GENERAL PROVISIONS AND REQUIREMENTS FOR ELECTRICAL WORK COVER

Specification L-100, General Provisions and Requirements for Electrical Work is not an FAA Standard for Specifying Construction of Airports from AC 150/5370-10E.

There is no current FAA Construction specification applicable to this work. The major topics of this specification are qualifications of the contractor's electrical superintendent, guarantees, materials, identification and protection of completed work.

ITEM L-100

GENERAL PROVISIONS AND REQUIREMENTS FOR ELECTRICAL WORK

GENERAL

100-1.1 SPECIAL REQUIREMENTS FOR ELECTRICAL WORK

A. This item shall apply to all electrical work contained within the Contract Documents. Where the contract general conditions, special provisions or other parts of the Contract Documents also apply, the stricter of the documents shall govern.

100-1.2 AUXILIARIES AND ACCESSORIES

A. Include all auxiliaries and accessories for a complete, fully functional and properly operating system in accordance with the Contract Documents.

B. Provide and install all electrical systems and any necessary appurtenances as per National Electrical Code (NEC), federal, state and local codes whether specified or shown in the Contract Documents or not. The content of the Contract Documents in general only refers to work required above and beyond the requirements of the NEC and applicable federal, state and local codes.

100-1.3 PROJECT PAY ITEMS

A. The project pay items are provided to be inclusive of all work to be performed as shown in the Contract Documents. All work not identified with a specific pay item shall be considered required work to complete the project and shall be considered subsidiary to the cost of the project pay items provided.

100-1.4 CONTRACTOR EXPERIENCE

A. All Contractors used to perform work of this contract shall be licensed to perform electrical work in the state in which the project is located at the time bids are submitted. At least one member of the electrical contracting firm shall hold a state certified license.

100-1.5 EXPERIENCE AND SUPERVISION OF CONTRACTOR PERSONNEL

A. Provide a resident on-site supervisor to supervise work at the job site whenever electrical work is being performed or affected. Electrical work is defined as any work described, included, depicted or contained within the Construction Specifications Institute (CSI) Division 16, 26, 27, 28, 33 or 34 specifications, L-XXX specification series, E- series drawings and all other work within the Contract Documents dealing with the distribution of electrical power/light, electrical/electronic/light monitoring, communication and control.

B. When work is being performed within the Aircraft Operations Area the on-site supervisor shall also be within the Aircraft Operations Area, except for incidental absences. Incidental absences shall not exceed 45 minutes in length. The Contractor is encouraged to keep the same on-site supervisor(s) from commencement to completion of work.

C. Each on-site supervisor shall have a minimum of 5 years of successful experience on similar projects. At least 3 of these years of experience shall have occurred in the last 5 years on

projects of comparable size and complexity. On-site supervisor shall have passed a proctored H.H. Block Journeyman Electrician's exam with 75% grade or better and be a licensed Journeyman Electrician, by the City in which the project is located. Equivalent experience and training may be considered by the Engineer. Records of on-site supervisor's experience demonstrating compliance with these requirements shall be submitted to the Engineer for verification and review before starting work. Experience records shall include references (personnel and phone number) from airports where the electrical system installations have performed in a satisfactory manner. Only on-site supervisors whose experience records have been confirmed by the Engineer shall supervise work.

D. If at any time the Engineer believes that work is being performed without the presence of an on-site supervisor the Engineer will request that the workman in question demonstrate that the on-site supervisor is present. If the on-site supervisor's presence cannot be verified within 45 minutes the Engineer may direct the Contractor to suspend work until proper supervision is made available. The Contractor shall not be remunerated for costs associated with suspension of work under these conditions.

E. It is agreed and understood that, if requested in writing by the Engineer, the Contractor shall replace any on-site supervisor with another meeting the required qualifications within seven (7) days of receipt of request.

F. Electrical workman performing work shall have a Journeyman license and shall be a "Qualified Person" as defined in NFPA 70E. A copy of each Journeyman's license shall be submitted to the Engineer. Electricians installing raceways and fittings; pulling, splicing and terminating wire; installing in pavement base cans and light fixtures; connecting signs; or performing tests shall be Journeyman with a minimum record of 6000 hours of experience. An Apprentice may assist the Journeyman with the above tasks. A licensed Journeyman may supervise a maximum of three apprentices. At the request of the Engineer the Contractor shall submit the experience record of any electrician. Any workman who does not have the required experience or who demonstrates a lack of knowledge appropriate for the task they are performing shall be dismissed from remainder of the contract.

SUMMARY OF WORK

100-2.1 GENERAL

In support of this project this contract includes installation of airfield lighting and counterpoise work as shown in the Contract Documents. Work includes base cans, fixtures, pull boxes, conduits, duct banks, counterpoise and grounding systems.

100-2.2 Record Documents

A. The Contractor shall maintain the Contract Documents, Shop Drawings and samples at the site, in good order and annotated daily to show all changes made during the construction process per Item L-106. These shall be available to the Engineer for examination.

100-2.3 ENGINEERING OBSERVATIONS

A. Items noted by Engineer during construction and before final acceptance, which does not comply with the Contract, will be listed in accordance with the general conditions. These items will be sent to the Contractor for action. The Contractor shall have these items corrected.

B. The Contractor shall check items noted after acceptance during the warranty/guarantee period in the same manner as above.

100-2.4 EXISTING CONDITIONS

A. Investigate site thoroughly and reroute all conduit/duct and wiring in area of new construction in order to maintain continuity of existing circuitry. Existing conduit/duct shown in the Contract Documents show approximate locations only. Contractor must verify and coordinate existing site conduit/ducts, wiring and piping. The bids shall include hand digging and all required rerouting in areas of existing conduit/ducts and/or pipes.

B. Check site and existing conditions thoroughly before bidding. Advise the Engineer of discrepancies or questions noted. If any difference is discovered between the existing conditions and the Contract Documents, the Engineer shall be notified in writing immediately.

C. The Electrical Contractor shall investigate all existing systems within the construction limits and complete the performance verification prior to the beginning of any work, which could affect these existing systems.

D. Advise Engineer in writing of all deficiencies in system(s) prior to Work. All systems will be assumed to be fully operational if written notification is not received by Engineer prior to work on system.

E. The work involved is in connection with existing systems/facilities, which must remain in operation while work is being performed. Work must be done in accordance with the schedule specified in the Contract Documents. Schedule all work to minimize the period when systems are inoperable. Request written permission and receive written approval from Engineer a minimum of 2 weeks in advance of any shutdown of existing systems. Perform work required at other than standard working hours where outages cannot be accepted during regular working hours. Protect existing buildings and equipment during construction as required.

F. There may be piping, fixtures or other items, which must be removed or relocated in order to perform the alteration work. All conduit/duct, wiring, boxes, etc. that do not comply with the Contract Documents shall be removed or corrected to comply with the Contract Documents. All unused conduit/duct not removed shall be identified and a pull line shall be installed. Bid shall include all removal and relocation required for completion of the alterations and the new construction.

G. Special attention is directed to relocation of the existing power conduits and duct bank and communication systems. Cable counts, location, and function must be field verified before starting work.

H. The Contractor shall verify the areas, conditions, and features necessary to tie into existing construction. This verification shall be done prior to submittal of shop drawings, fabrication or erection, construction or installation. The Contractor shall be responsible for the accurate tie-in of the new work to existing facilities. This requirement assumes that existing items comply with current codes and standards.

100-2.5 SYSTEMS WARRANTY

A. The work required under this division shall include a one (1) year warranty from the date of final acceptance unless required otherwise by the Contract Documents. This warranty shall be by

the Contractor/Manufacturer to the Owner for any defective workmanship or material, which has been furnished under this contract. The Contractor/Manufacturer at no cost to the Owner shall perform replacement of defective workmanship or material for a period of one (1) year from the date of final acceptance of the system. This warranty shall not include light bulbs in service after one (1) month from date of substantial completion of the system. Explain the provisions of warranty to the Owner at the "Demonstration of Completed System."

100-2.6 SUBSTANTIAL COMPLETION

A. All specified work shall be complete prior to final observation of work, and all forms and other information requested, including Operation and Maintenance Manuals, shall be submitted to the Engineer for approval one (1) week before the request for substantial completion of the work.

100-2.7 CONTRACTORS RESPONSIBILITIES

A. Provide necessary layout, labor, material, equipment, tools, transportation, full time supervision and services required for the satisfactory and timely completion of the work in accordance with the Contract Documents.

B. Unload, store, protect and re-handle the materials required for this Contract until such time that material is in place. Provide protection of materials required of this contract after installation.

C. Provide all required transportation, erection, maintenance, dismantling and removal of temporary facilities and equipment required by this contract.

D. Provide all transportation, unloading, distribution, hoisting, rigging, material handling and scaffolding required installing the work of this contract.

E. Provide all engineering and layout required to perform the work from established base lines and benchmarks.

F. Provide temporary electrical power and temporary water and sanitary sewer for this Contractor's field office, if required. Pay all utility company charges. Provide temporary power required for this Contractor's work.

G. Prior to start of his work this Contractor is to inspect work performed by others on which this work is to be placed on or adjacent to, and report in writing to the Engineer, any condition found to be unacceptable. Failure to make said report shall constitute acceptance of the conditions found and any claims made thereafter due the unacceptable conditions will not be considered by the Engineer.

H. Provide all required coordination and supervision where work connects to or is affected by work of others, and comply with all requirements affecting this work. Work required under other items of the Contract Documents to be performed by this Item L-106 shall be coordinated with the respective Contractor, and such work performed at no additional cost to the Owner including but not limited to electrical work in support of other trades as shown in the Contract Documents.

I. It is the responsibility of the Contractor to coordinate the exact required location of any electrical or electronic equipment, system, or cabinets to be installed or relocated. No existing equipment may be relocated without prior coordination and with approval of the Engineer.

J. Provide and pay for all permits, licenses, fees and inspections required for the performance of the work. The Contractor shall pay all sales, consumer, use and other taxes required in accordance with the law of the place of the project.

K. Provide all tests as required, per the Contract Documents and submit all test reports to the Engineer. Costs of all testing shall be borne by the Contractor and shall be considered incidental to the respective pay item of the tested item.

L. Provide all excavation, backfill, compaction, shoring and dewatering required for performance of the work.

M. Provide sleeves for all conduit/duct required as specified.

N. Protect all work of this Contract from damage and intrusion of dirt and foreign objects. Close off open ends of conduit/duct and sleeves on work, which is to be completed at a later date. Remove closure material prior to continuance of work.

O. Prior to Final Inspection, submit to the Engineer, all Record Drawings and Operation and Maintenance Manuals as specified. Instruct Owner's maintenance personnel in the operation and maintenance of the systems as required by the Contract Documents.

P. The above is not all inclusive of the work described by the Contract Documents, which form the basis for this Contract, but is presented for the Contractor's convenience.

100-2.8 EXISTING UTILITIES

A. The Contractor is solely responsible for the location of all existing utilities within the project limits. Please refer to L-104 for additional requirements.

B. The Contractor is solely responsible for the protection of all existing utilities within the project limits. All manholes, hand holes, base cans, conduits and ducts shall be kept tightly closed and sealed during all phases of construction. The items may be opened in support of the work but shall be resealed or closed or covered immediately upon completion of the specific task that required them to be opened.

BASIC MATERIAL & METHODS

100-3.1 REQUIREMENTS OF BASIC MATERIALS AND METHODS

A. The work shall include the furnishing of the systems, equipment and material specified in this Division and as called for in the Contract Documents, to include: supervision, operations, methods and labor for the fabrication, installation, start-up and tests for the complete electrical installation. Provide the necessary inter-trade/Contractor coordination for the installation to be in a neat and work person like manner.

B. Drawings for the work are diagrammatic, intended to convey the Scope of the Work and to indicate the general arrangement and locations of the work. The drawings shall not be scaled for exact sizes or locations. Because of the scale of the drawings, certain basic items such as: conduit/duct fittings, access panels, sleeves, pull and junction boxes may not be shown. Where such items are required by Code or by other items or where they are required for proper installation of the work, such items shall be included. Coordinate final equipment locations with governing

architectural, civil and structural drawings as applicable. Layout equipment before installation so that all trades may install equipment in the space available.

C. Equipment Specifications may not deal with minute items such as components, parts, controls and devices, which may be required to produce the equipment performance specified, or as required to meet the equipment warranties. Where such items are required, the Contractor/Supplier of the equipment shall include them, whether or not specifically called for.

D. Conduit/duct routed through the building/structure that interferes with other equipment and construction shall not constitute a reason for an extra charge. Equipment, conduit/duct, and fixtures shall fit into available spaces in the building/structure; do not introduce these into the building/structure at such times or in such manner as to cause damage to the structure. Equipment that requires servicing shall be readily accessible.

E. Locate all openings required for work performed under this item. Provide sleeves, guards or other acceptable methods to allow passage of items installed under this item.

F. Keep cutting and patching to a minimum. Insofar as possible, determine in advance the proper chase size and openings necessary for the work.

G. Where cutting and patching are required due to an error of the Contractor, or where the Contractor has not given enough advance notice of the need for holes, recesses, and chases, patching shall be performed by those trades skilled in the use of the materials involved and shall be done at the Contractor's expense.

H. Any cutting of work in place shall be patched and decorated by such mechanics and in such a manner that the quality of workmanship and finish shall be compatible with that of adjacent construction.

I. The location of electrical work is indicated on the drawings. The Engineer may adjust exact locations of new work as work progresses. Before any item is installed, the indicated location may be changed by twenty five (25) feet in any direction without additional cost.

J. All materials utilized shall be suitable for the environment encountered. No combination of materials shall be used that forms an electrolytic coupling of such nature that in the presence of moisture corrosion is accelerated.

K. Where the requirements of another division, item, or part of these Contract Documents exceed the requirements of this division, those requirements shall govern.

L. Make electrical connections to regulators, transformers, instruments, mechanical equipment, controls and at other locations as required with approximately 3 feet (12" minimum) of liquid tight flexible metal conduit. The liquid tight flexible metal conduit shall utilize strain relief type connectors by adding a T&B wire mesh grip, WMG-LT series, or accepted equivalent to each liquid tight flexible metal conduit connector. Determine the requirements from the Contract Documents and the accepted manufacturer drawings.

M. Provide inserts, hangers, supports, braces, and anchor bolts as necessary for all work called for under the Contract Documents.

N. Provide equipment grounding conductor in all conduit/ducts, for all circuits, except series airfield lighting.

O. All galvanized materials shall be hot-dip galvanized after fabrication, conforming to ASTM A-386 and/or A-153, unless noted otherwise (UNO).

P. All electrical conductors, windings, bus bars, etc. shall be high conductivity (98% conductivity) copper.

100-3.2 ELECTRICAL REFERENCE SYMBOLS

A. Symbols used in the Contract Documents are defined in the Electrical Legend. Not necessarily will all symbols defined be applicable to the project.

100-3.3 ACTIVE SERVICES

A. Existing active services; water, gas, sewer, electric, communication, jet fuel, etc. when encountered, shall be protected against damage. Do not prevent or disturb operation of active services, which are to remain. If active services are encountered which require relocation, make request to Authorities Having Jurisdiction (AHJ) for determination of procedures. Where existing services are to be abandoned, they shall be terminated in conformance with requirements of the AHJ, Utility or Municipality having jurisdiction.

100-3.4 CODES AND FEES

A. Install in accordance with latest edition of the National Electrical Code and the regulations of governing Federal, State, County, local and other applicable codes, including the Utility Companies. Where a conflict in code requirements occurs the most stringent requirement shall govern. The Contractor shall be responsible and pay all required licenses, fees and inspections including meter installation fee. The cost for such shall be included in the bid price.

B. The work shall meet the requirements and recommendations of applicable portions of the latest editions of these standards:

1. NFPA 70, National Electrical Code
2. NFPA 70E, Standard for Electrical Safety in the Workplace
3. NFPA 101, Life Safety Code
4. NFPA 780, Standard for the Installation of Lightning Protection Systems (UL 96A)
5. FAA Advisory Circulars
6. Applicable local building code
7. Florida Building Code
8. ANSI C2, National Electrical Safety Code
9. NEMA Standards (NEMA)

10. Underwriter's Laboratories (UL)

11. Institute of Electrical and Electronics Engineers (IEEE)

12. Certified Ballast Manufactures (CBM)

13. FDOT – Standard Specifications for Road and Bridge Construction

14. FDOT – Design Standards Index

15. AWS D1.1, Structural Welding Code Steel

The above is not all inclusive of applicable codes and standards, but is presented for the Contractors convenience.

The advisory circulars are available on line at:
http://www.faa.gov/airports_airtraffic/airports/resources/advisory_circulars/index.cfm?template=Document_Listing .

100-3.5 STANDARDS

A. All materials shall be new and free of defects and shall be U.L. listed, bear the U.L. label or be labeled or listed with an accepted, nationally recognized Electrical Testing Agency. Where no labeling or listing service is available for certain types of equipment, test data shall be submitted to prove to the Engineer that equipment meets or exceeds available standards. All U.L. listed material shall be used only for the intended purpose.

100-3.6 UTILITY COMPANY FEES, CHARGES, COSTS

A. It is the Contractor's responsibility to contact the applicable Utility Company(s) to determine if any fees, charges or costs will be due the Utility Company(s) as required by the Utility Company(s) for temporary power, installations, hook-ups, etc. This fee, charge or cost shall be included in this Contractor's price.

100-3.7 TESTS

A. Systems shall be tested by the Contractor, in the presence of the Engineer, and placed in proper working order prior to demonstrating systems to the Owner. Refer to the requirements in each item for other applicable standards.

B. Perform such tests as required by AHJ over the site.

C. Testing methods shall be acceptable to the Engineer and shall be submitted to the Engineer for review, a minimum of thirty (30) days prior to the scheduled test.

100-3.8 ADHESIVE BACKED CLOTH MARKERS

A. All raceways containing conductors exceeding 150 volts to ground shall have adhesive backed cloth/vinyl markers installed at each end and every thirty feet (30') in between identifying the voltage level (Example: "480 VOLTS"). If the conduit/duct is less than ten feet (10') in length one marker is acceptable. The markers shall be installed so they are visible from floors and walkways. Normal power system shall use black letters; emergency systems shall use red letters.

B. The markers shall be "Brady" brand or accepted equivalent with one-half inch (1/2") letters.

C. The markers shall be suitable for the environmental conditions encountered.

100-3.9 CONCRETE WORK

A. Concrete bases and pads for all equipment furnished by Contractor shall be the responsibility of Contractor unless noted otherwise.

B. Furnish and install reinforced concrete pads for transformers, switchgear, and motor control centers, etc. of size as shown in the Contract Documents. Chamfer the top edges 1". Trowel all surfaces smooth, provide broom finish where noted. Reinforce the pads as shown in the Contract Documents.

C. Concrete equipment pads shall be installed by tradespersons skilled in concrete work. Equipment pads shall be level within one-eighth inch (1/8") in 10 feet (10'). Equipment pads not meeting the previous requirements shall be removed and replaced at the Contractor's expense.

D. The Contractor shall furnish all equipment anchor bolts and shall be responsible for their proper installation and accurate location.

100-3.10 EXCAVATING, TRENCHING AND BACKFILLING

A. This Contractor shall do excavating necessary for light bases, underground wiring, conduit, duct banks and other underground work and shall backfill trenches and excavations after work has been inspected. Care shall be taken in excavating that walls and footings and adjacent load bearing soils are not disturbed in any way, except where lines must cross under a footing, pad or other structural item. Where a line must pass under a footing, pad or other structural item the crossing shall be made by the smallest possible trench to accommodate the conduit/duct. Excavations shall be kept free from water. No greater length of trench shall be left open in advance of conduit/duct installation than that, which is authorized or directed by the Engineer.

B. Roots shall be removed to a level of eighteen (18") below finished grades and deeper as required for conduit/duct runs, manholes and light pole bases. No roots shall be allowed to remain under the work.

C. Backfill about the work shall be placed, where practical, as the work of construction progresses. Backfilling on or against concrete work shall be done only when directed. Backfilling of conduit/duct lines shall progress as rapidly as the testing and acceptance of the finished items of the work will permit and shall be carried to a crown approximately six inches (6") above the existing grades. In backfilling around conduit/duct lines, selected material shall be compacted firmly around the conduit/duct. Fill and backfill shall be clean and free from vegetable matter and refuse.

D. All loose materials shall be removed from all excavations for electrical items. The bottom of the excavation shall be compacted to the following criteria:

SOIL TYPE	DESIGN AIRCRAFT GROSS WEIGHT	TEST STANDARD	UNDER PAVEMENT	IN TURF
<30% RETAINED ON ¾" SIEVE	>60,000 LBS	ASTM D1557	100%	95%
<30% RETAINED ON ¾" SIEVE	≤60,000 LBS	ASTM D698	100%	98%
>30% RETAINED ON ¾" SIEVE	>60,000 LBS	AASHTO T-180	100%	95%
>30% RETAINED ON ¾" SIEVE	≤60,000 LBS	AASHTO T-99	100%	95%

Backfill shall comply with the same compaction requirements.

E. All trenches and other excavation left open by necessity shall be barricaded and guarded as required by OSHA or applicable codes and regulations.

100-3.11 WELDING

A. All welding and weld procedures shall be in accordance with AWS D1.1, Latest Edition. Qualifications of welders and welding operators shall be in accordance with AWS D1.1, Latest Edition. The welder qualification test shall be performed on a 1" A-36 Test Coupon in the 3G and 4G positions. The welder qualification shall be current within 12 months of the work being performed. Weld inspections shall be per the criteria set forth in AWS D1.1 for visual weld inspection.

DESIGNATION OF MATERIALS

100-4.1 DESIGNATION OF MATERIALS

A. Where equipment or materials are specified by the use of the name and catalog number of one manufacturer, that equipment or material specified shall set the quality and functionality of the item. Equivalents accepted by the Engineer will be acceptable.

B. Where equipment or materials are specified by the use of the name and catalog number of more than one manufacturer, that equipment or material shall be one of those specified. No alternative will be acceptable.

C. Where no brand name is specified, the source and quality shall be subject to the Engineer's review and acceptance.

D. When a product is specified to be in accordance with a trade association or government standard, at the request of Engineer, Contractor shall furnish a certificate that the product complies with the referenced standard. Upon request of the Engineer, the Contractor shall submit supporting test data to substantiate compliance.

E. The Engineer shall be the sole judge of whether the proposed "equivalent" is suitable for use in the work.

F. The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, shown in the Contract Documents.

G. Each Bidder represents their bid is based upon the materials and equipment described in the Contract Documents.

PROTECTION OF MATERIALS, EQUIPMENT AND WORK

100-5.1 PROTECTION OF MATERIALS, EQUIPMENT AND WORK

A. Materials shall be stored so as to assure the preservation of their quality and fitness for the work. Stored materials, even though accepted before storage, shall be subject to reinspection prior to their use in the work. The Contractor shall coordinate the storage of all materials with the Engineer.

B. Owner-furnished materials, if any, shall be made available to the Contractor at the location specified herein. All costs of handling, transportation from the specified location to the site of the work, storage and installation of Owner-furnished materials shall be included in the Total Contract Price. All risk of loss or damage to Owner-furnished materials shall pass to the Contractor after delivery of said material to the site of the work. The Owner shall be entitled to deduct from any monies due or to become due to the Contractor any cost incurred by the Owner resulting directly or indirectly from a loss caused in whole or in part by the Contractor's handling, storage or use of Owner-furnished materials.

C. The Contractor shall protect electrical raceway, cable, lighting fixtures, associated support systems and all other electrical items against damage from movement of equipment and material, welding, flame cutting, and other construction damage. Raceways and supporting structures for raceway and lighting fixtures shall not be used as access scaffolding at any time. Whenever welding or flame cutting operations occur above or near raceways, cables lighting fixtures, etc not shielded from such operations by concrete floor or other protective covers, the Contractor shall protect the items from damage by means of fireproof boards or blankets. Damaged materials shall be repaired or replaced, by and at the Contractor's expense, subject to the Engineer's direction and acceptance.

D. Surfaces of most equipment, such as panels, switchgear, transformers, constant current regulators (CCR) and circuit breakers, are finished at the factory. Great care shall be exercised to prevent damage to this original finish during installation of the equipment and during construction work.

E. If the factory finish is damaged during the course of construction, the entire surface of the damaged component shall be refinished by and at the expense of the Contractor.

F. The refinished surface shall be equivalent in every respect to the original surface, including color, texture and smoothness. Refinishing paint, if furnished with the equipment, may be used; otherwise, the paint shall be obtained from the equipment manufacturer.

G. All cut edges of galvanized materials and marred or scratched galvanized surfaces shall be repaired using LPS-1G cold galvanizing compound or accepted equivalent.

H. All threaded conduit/duct joints shall use T&B Kopr-shield or Aluma-Shield or accepted equivalent for galvanized and aluminum conduit/ducts respectively, as joint compound.

GENERAL CONSTRUCTION REQUIREMENTS

100-6.1 GENERAL CONSTRUCTION REQUIREMENTS

A. Provide the bracing, shoring, rails, guards, and covers necessary to prevent damage or injury. Do not leave energized electrical items unnecessarily exposed or unprotected. Protect personnel from exposure to contact with electricity. Deliver equipment and materials to the job site in their original, unopened, labeled containers. Store ferrous materials so as to prevent rusting. Store finished materials and equipment so as to prevent staining and discoloring.

B. Maintain separation between stainless steel items and carbon steel items to prevent contamination of stainless steel item and subsequent rust stains on stainless steel item.

C. All sheeting, shoring, dewatering and cleaning necessary to keep trenches and their grades in proper condition for the work to be continued, including the removal of water by mechanical means, shall be the Contractor's responsibility.

METHOD OF MEASUREMENT

100-7.1 METHOD OF MEASUREMENT

A. The items described in Item L-100 are incidental to other pay items and shall not be measured for payment.

BASIS OF PAYMENT

100-8.1 BASIS OF PAYMENT

A. No direct payment shall be made for the work described in Item L-100. The work described in Item L-100 is incidental to other items and shall be paid for in the respective bid item of which it is a component part.

END OF ITEM L-100

ITEM L-104

GENERAL ELECTRICAL SAFETY REQUIREMENTS AND TEMPORARY AIRFIELD LIGHTING COVER

Specification L-104, General Electrical Safety Requirements and Temporary Airfield Lighting is not an FAA Standard for Specifying Construction of Airports from AC 150/5370-10E.

There is no current FAA Construction specification applicable to this work. The major topics of this specification are electrical safety, temporary electrical and protection of completed work.

ITEM L-104

GENERAL ELECTRICAL SAFETY REQUIREMENTS AND TEMPORARY AIRFIELD LIGHTING

DESCRIPTION

104-1.1 PURPOSE.

A. The purpose of this item is to assist in establishing the proper safety guidelines necessary to protect aircraft, passengers, crews, the general public, Owner, Engineer, all workers and vehicles involved in their daily tasks.

B. The Contractor is solely responsible for all issues related to the safety program and guidelines and implementation of such programs and guidelines necessary to protect aircraft, passengers, crews, the general public, Owner, Engineer, all workers and vehicles involved in their daily tasks.

C. The Contractor shall comply with FAA Advisory Circulars, specific airport requirements, OSHA 29CFR1910, OSHA 29CFR1926 and NFPA 70E as minimum requirements.

104-1.2 FAA ADVISORY CIRCULARS.

A. All applicable requirements of the below listed advisory circulars, standards and related reading, as a minimum, shall be compiled with:

1. AC 150/5200-18, Airport Safety Self-Inspection

2. AC 150/5210-5, Painting, Marking and Lighting of Vehicles

3. AC 150/5340-1, Standards for Airport Markings

4. AC 150/5340-18, Standards for Airport Sign Systems

5. AC 150/5340-26, Maintenance of Airport Visual Aid Facilities

6. AC 150/5340-30, Design and Installation Details for Airport Visual Aids

7. AC 150/5370-2, Operational Safety On Airports During Construction

8. Occupational Safety and Health Standards for the construction industry 29 CFR Part 1926/1910

9. NFPA 70, National Electrical Code

10. NFPA 70E, Standard for Electrical Safety in the Workplace

11. ANSI C2, National Electrical Safety Code

The Contractor is responsible for obtaining and using the latest edition of the referenced documents. This list is not all inclusive but is offered as a convenience to the Contractor. The advisory circulars are available on line at:

http://www.faa.gov/airports_airtraffic/airports/resources/advisory_circulars/index.cfm?template=Document_Listing.

104-1.3 GENERAL SAFETY PROVISIONS.

A. Contractor shall take safety and health measures in performing work under this contract. Contractor shall meet with the Engineer and Owner to develop a mutual understanding relative to administration of the safety plan. The Contractor is subject to and shall comply with all applicable federal, state and local laws, regulations, ordinances, codes and orders relating to safety and health in effect on the date of this contract. Where the contract general conditions, special provisions or other parts of the Contract Documents also apply, the stricter of the documents shall govern.

B. As a minimum work place safety shall comply with NFPA 70E, Standard for Electrical Safety in the Workplace, OSHA, federal, state and local requirements. Where a conflict in code requirements occurs the most stringent requirement shall govern.

C. During the performance of work under this contract, the Contractor shall comply with procedures prescribed for control and safety of persons visiting the project site.

D. Contractor is responsible for the Contractor's personnel and for familiarizing each of the Subcontractors with safety requirements.

E. Contractor shall advise the Engineer of any special safety restrictions established so that Owner and Engineer personnel can be notified of these restrictions.

F. The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the work and all other persons (including but not limited to the general public) who may be affected thereby,

2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site,

3. Other property at the site, adjacent thereto, or utilized by the Contractor including but not limited to trees, shrubs, lawns, walks, pavements, structures, underground facilities, and other utilities not designated for removal, relocation or replacement in the course of construction regardless of whether or not such other property is indicated in the Contract Documents.

G. The installation and/or removal of lighting equipment may be critical to airport operations; therefore, the Contractor shall follow work schedules established in the Contract Documents or as directed by the Engineer. The system shall be installed in accordance with the

Contract Documents, FAA criteria and the National Electrical Code and/or federal, state, or local code requirements.

H. The Contractor shall provide temporary wiring as required to reconnect existing circuits to provide guidance for aircraft to pass through the construction areas on those taxiways/runways, which must remain open. The Contractor shall perform a visual lighting check with the Engineer of all lighting circuits within the Contractor's area of responsibility before dark each day (or at additional times as designated by the Engineer) to assure that they are fully functional. In the event of failure, the Contractor shall immediately take steps to restore operation.

I. Clean up of scrap materials and waste of this Contractor shall be completed as a minimum daily or more often as required to maintain airport operations.

104-1.4 FIRE PREVENTION AND PROTECTION.

A. All tools producing sparks or heat, open-flame heating devices, operations utilizing such devices, etc. shall be in accordance with the airport fire department and airport "Burn Permit Procedures". Work shall not start until all requirements of the burn permit procedures are met

B. Open fires, salamanders and open-flame heating devices will not be permitted except by special approval in writing. Such permission will not be granted unless the Contractor has taken reasonable precautions to make such devices safe. Burning trash, brush or wood on the project site will not be permitted. Approval for open fires and open-flame heating devices will in no way relieve the Contractor from the responsibility for any damage incurred because of fires.

C. Flammable liquids shall be stored and handled in accordance with NFPA and OSHA requirements.

D. Smoking shall not be permitted within the AOA or in areas such as paint storage, fuel storage, and posted no smoking areas.

E. Welding, flame cutting, melting and other such operations in all operating areas, shall not be permitted until approved at the beginning of each work day by the Engineer. The Engineer may approve longer periods of time for welding and burning in some operating areas if the detailed safety procedures are established beforehand. Operating open flame devices shall not be left unattended in any area.

F. Contractor shall provide the necessary fire fighting equipment, fire prevention methods and fire watch.

G. A Contractor's employee shall be assigned as fire watch for every welding and burning operation. The fire watch shall be properly trained in fire fighting techniques and the operation of the fire extinguishers. The fire watch shall be equipped with 2 full 15 pound Class A, B & C fire extinguishers and shall check all areas around and below the welding or burning operation for fires. The fire watch shall continue this check for at least 60 minutes after the completion of the welding or burning operation.

H. Contractor shall discontinue all burning, welding, or cutting operations, one hour prior to the end of the normal work day. Contractor shall provide a fire watch to remain at the site for one hour after discontinuing these operations. This fire watch shall make a thorough inspection of the area for possible sources of latent combustion. Any unsafe conditions shall be corrected.

I. During operations involving possible fire hazard, the Contractor shall notify the Engineer and not proceed until clearance is obtained in writing. The Engineer may request a standby from the Fire Station. However, this does not relieve the Contractor of responsibility for welding and cutting safety.

104-1.5 TEMPORARY EXITS AND ENTRANCES.

A. Such passageways shall provide adequate fire protection and safety of Owner personnel and representatives.

104-1.6 SWITCHING.

A. Electrical switching required for clearance to work on equipment operating from electrical circuits will be performed only by Owner personnel authorized as safety operators for the specific equipment.

104-1.7 REMOVAL OF EQUIPMENT.

A. When permanently removing equipment, the electrical wiring, conduit/duct and control boxes shall be removed to the source of feed, unless otherwise specified or indicated.

B. After equipment has been removed, the electrical wiring diagrams, schematics, etc., shall be marked to show the change.

C. Conduit/duct not removed shall have a pull string installed.

104-1.8 OTHER SAFETY REQUIREMENTS.

A. Temporary wiring shall comply with NEC. Indiscriminate use of extension cords, portable cable or junction boxes creating tripping hazards as well as overloaded circuits will not be permitted.

B. Unplug or disconnect energy source of power tools when not in use.

C. Before maintaining or repairing any electrical equipment, it shall be disconnected from the power source.

D. Do not use any equipment that has frayed cords or three-wire plugs that have had the grounding prongs removed. Faulty equipment and tools shall be repaired by qualified electrical personnel.

E. Do not use metal ladders when working on electrical equipment.

104-1.9 EXISTING UTILITIES.

A. The Contractor is solely responsible for the location of all existing utilities within the project limits. Prior to initiation of any construction in the field, the Contractor shall provide a written notice (return receipt requested) to each of the utility companies, along with the various airport departments and Florida Sunshine One Call as prescribed by state law. The Contractor shall provide the Owner and Engineer with a copy of the receipt of said written notification to each of the utility companies or airport departments. This requirement is in addition to any other state laws regarding public notification prior to excavation.

EXCAVATION

104-2.1 EXCAVATION OPERATIONS.

A. Prior to any excavation or demolition the Contractor shall obtain an "Airport Dig Permit".

B. Methods of excavation, means of earth support, and manner of backfill shall be conducted with consideration for the safety of persons and work, and prevention of damage to adjacent pavement, utilities, structures and other facilities, due to settlement, lateral movement, undermining and washout. Minimum requirements for trench shoring and bracing shall be in accordance with OSHA, State and local requirements. Excavation shall be performed in a manner to prevent surface water and subsurface or groundwater from flowing into excavations, and to prevent water from flooding conduit/duct trench and adjacent or surrounding area.

C. The Contractor and all Subcontractors shall comply with the Florida Trench Safety Act and OSHA trench/excavation safety standards.

PROTECTION OF WORK

104-3.1 PROTECTION OF WORK.

A. Provide adequate stand-by mechanical equipment for emergency use.

B. Excavations shall have substantial barricades and be posted with warning signs for the safety of persons. Warning lights shall be provided during hours of darkness.

C. Barricades shall be erected immediately around manhole openings when covers are opened/removed.

D. Prior to performing any excavation work or any surface penetrations 6 inches or deeper (such as driving stakes more than 6 inches in the ground) on any ground surface, for personnel safety and to prevent possible interruption of major utility services encountered during excavation, the following procedures shall be followed:

1. Refer to part 1.9.

2. The Contractor shall obtain from the Engineer, local utilities, etc., the current up-to-date subsurface utility drawing of the particular area to be worked on.

3. All agencies/utilities, etc. that may be affected by the excavating shall be contacted by the Contractor so that all lines, pipes, etc. can be marked/staked. The Contractor shall be responsible to maintain the utility locate markings.

4. The Contractor shall stake out subsurface high voltage cables, communication cables, pipe lines, all subsurface utilities, etc, indicated within the scope of the work contemplated. All subsurface utilities shall be located by hand digging; hand digging shall extend for 5 feet on both sides of the subsurface utility. Hand digging and protection of existing systems shall not be paid for separately, but shall be considered incidental to the item being installed.

5. After hand exposure of cable or pipe lines, the Contractor shall obtain agreement from the Engineer, AHJ, Agency/Utility on how much closer to cable or pipe the excavations can be permitted.

6. Detectable printed mylar foil warning tape, color coded, printed with the words "CAUTION ELECTRIC LINE BELOW," red, "CAUTION COMMUNICATION LINE BELOW," orange, "CAUTION WATER LINE BELOW," blue, "CAUTION FUEL LINE BELOW," yellow, etc., shall be installed over the buried utilities. Material and installation of detectable tape shall be in accordance with L-110.

7. Contractor shall notify the Engineer, 72 hours prior to the start of excavation work or surface penetration, to enable the Engineer to review measures being taken to prevent hazard to employees and to prevent possible damage to subsurface utilities. Where emergency conditions preclude the 72 hours advance notification, Contractor shall nevertheless inform the Engineer of the Contractor's intention to initiate work prior to actual start of activity.

8. After all underground utilities have been located and staked, the Contractor shall proceed with excavating work, or other surface penetration work. The Contractor however, shall temporarily halt any machine excavation work or other surface penetration when approaching within 5 feet of the staked out cable or pipe line, until Contractor has hand excavated down to expose the underground utility to exactly fix its location.

9. No digging, dirt moving or other heavy equipment shall enter physically any construction area before all FAA utilities, airport utilities and all other underground utilities have been located and properly staked out. It is the Contractor's responsibility to locate all utilities before digging, sawing, coring, boring, etc. Any damage caused by digging, sawing, boring coring, etc., is the Contractor's responsibility for repair. Any damage must be reported immediately to the Engineer. No repair shall be attempted without approval.

10. All electrical cables shall be disconnected before excavation is attempted.

11. Provide minimum of 48" undisturbed earth cover or 1" thick steel plate over electrical conduit/duct and cables when heavy equipment is being used in the area to protect system cables. Protect other utilities in accordance with AHJ requirements.

12. The requirements listed above shall be considered incidental to the item for which the excavation is required.

13. A written description of the utility protection measures shall be submitted to the Engineer for review by the Owner, FAA and AHJ.

SAFETY TAGGING AND LOCKOUT

104-4.1 SAFETY WITH ELECTRICAL CIRCUITS AND EQUIPMENT.

A. No one may work on an energized circuit without written permission from the Contractor's Superintendent. The Contractor's Superintendent shall review the circumstances and the necessary safety precautions with the Engineer prior to giving permission for the "hot" work. The Contractor assumes all liability in connection with any work on energized circuits.

B. No one may disconnect or cause to be disconnected any electrical circuit before permission is requested from and granted by the Electrical Maintenance Manager or authorized representative through the Engineer.

C. Identification markings on light and power circuits shall not be relied on for established safe work conditions. Always verify the proper safe "deenergized" conditions with properly operating test equipment.

D. Before any circuit supplying radar, ILS, weather, VORTAC, airport beacon, runway/taxiway lighting equipment or any other equipment is disconnected, permission must first be granted by Electrical Maintenance Manager or authorized representative, and, if applicable, FAA Sector Field Office and the Airport's Air Traffic Control Tower. After permission is granted, the following requirements must be compiled with.

E. As a minimum the LOCK OUT/TAG OUT procedure shall comply with the Owner's requirements and NFPA 70E.

F. Work shall not commence on any circuit until:

1. The circuit is correctly identified in the presence of the Electrical Contractor's Superintendent or Foreman and Airport Electrical Maintenance Manager, or authorized representative.

2. After identity of the circuit is established, Electrical Maintenance Manager or authorized representative shall be notified, and the circuit disconnected. The time and date shall be recorded by the Electrical Maintenance Manager.

3. The switch shall be locked in the open position or opened in a manner, which will prevent accidental restoration.

4. The circuit shall be tagged and locked by the Electrical Contractor's Superintendent. The tag shall state, the Company's name, the Electricians name responsible for the disconnection, date and time and the project name and bid package number.

5. Install required safety grounding equipment has been installed.

G. Restoration shall be accomplished in a safe manner and locks/tags removed only by the Electrical Contractor's Superintendent in the presence of the Electrical Maintenance Manager, or authorized representative.

H. The Electrical Maintenance Manager shall record time, date and operational status of circuit after restoration.

I. Electrical circuits and apparatus shall be operated at these facilities only by qualified and authorized personnel.

J. No circuit shall be disconnected or unplugged before color code identification by taping.

K. No circuit shall be disconnected at power source before proper safety precautions are taken to prevent accidental restoration

L. When possible, circuits shall be restored by the same person who disconnected the circuit. When not possible, the Electrical Maintenance Manager or authorized representative shall perform restoration.

104-4.2 TEMPORARY AIRFIELD LIGHTING AND SIGNAGE.

A. Temporary airfield electrical fixtures and conductors are allowable when necessary, but shall be installed as follows:

1. Temporary lights shall be bolted to the pavement in a manner rendering the light stationery and allowing space for conductors to enter or exit and to be spliced.

2. When the above is not practical, lights shall be fastened to a weighted object adaptable for the purpose and of sufficient weight to inhibit movement by jet engine blast.

3. Temporary conductors supplying temporary lights shall be installed in a rigid galvanized steel conduit system and secured every five feet to prevent movement by jet engine blast.

4. All joints or splices in temporary conductors shall have heat shrink tubing with integral sealant or tape applied in accordance with the Contract Documents to secure mechanical and electrical connection and prevent water entry.

5. All plug-in connections shall have tape or heat shrink tubing with integral sealant applied to prevent accidental disconnection and shall be color code taped to expedite quick, efficient disconnection and restoration.

6. Temporary lights shall conform as closely as possible to permanent locations normally on the taxiway or runway but shall guide aircraft in a safe path. Please refer to the temporary airfield lighting details provided in the Contract Documents for additional requirements.

B. Closed taxiways and runways shall be so marked/lighted in a manner acceptable to FAA and the airport and said marking/lighting shall be kept in acceptable condition.

1. The recommended method of temporarily bypassing a fixture is to unplug and bypass the primary side of the L-830 isolation transformer. No more than 5% of the fixtures in each airfield lighting circuit may be unplugged from the L-830 isolation transformer secondary or have the lamp removed. If at anytime a larger number of fixtures are required to be bypassed at the L-830 isolation transformer secondary (or have the lamp removed) a shorting device shall be installed.

2. Pipe sleeves used to obscure the elevated edge lights shall be of sufficient length to block all light output.

3. Airfield signs providing directions to closed areas shall be covered. No stray light may be emitted from the covered portions of the sign.

4. Areas closed to aircraft shall not be lighted. Adequate lighting in the opinion of r Airport Operations shall be provided to delineate the active and closed areas of the AOA.

C. CAUTION: The series lighting circuit must always be complete before a regulator is energized. Normal circuit voltage is less than 5,000 volts; open circuit voltage can be more than 10,000 volts. All personnel shall be instructed to protect the integrity of the lighting circuit. Turn off and lock out/tag out the regulator at the vault before opening the circuit. Continuity of the circuit shall be checked before the regulator is reconnected and reenergized.

D. The installation and/or removal of lighting equipment is critical to airport operations; therefore, the Contractor shall follow work schedules established in the Contract Documents or as directed by the Engineer. The Contractor shall attend weekly coordination meetings with Airport Operations for the duration of the contract. The system shall be installed in accordance with applicable FAA Advisory Circulars, the National Electrical Code and/or local code requirements.

E. The Contractor shall provide temporary wiring as required to reconnect existing circuits to provide guidance for aircraft to pass through the construction areas on those taxiways/runways, which must remain open. The Contractor shall bypass or otherwise render inoperative those portions of the runway/taxiway lighting circuits in closed areas of the airfield.

F. All runways/taxiways not closed for construction shall have fully operable airfield lighting systems using the airport airfield lighting control system. The Contractor shall coordinate the temporary airfield lighting requirements for each phase with the Engineer. The Contractor shall submit a temporary airfield lighting plan to the Engineer two weeks prior to the need for the temporary airfield lighting. The Engineer will coordinate the plan with the airport and FAA. The Contractor shall make revisions/corrections to the temporary airfield lighting plan as required by the Engineer.

G. It shall be the Contractor's responsibility to determine that all airfield lighting circuits, except those that are serving closed taxiways or runways, are fully functional, using tower controls, at the end of each work shift and shall so certify to the Engineer at the end of each shift. The Contractor shall not leave the work area until the Engineer has confirmed circuit operation. The certification shall be provided to the Engineer at 4:00 PM and one hour before sunset. Second shift report shall report one hour before sunset. Any other shift shall report one hour prior to the need for airfield

lighting or as determined by the Engineer. Should bad weather cause poor visibility the Engineer may require additional status reports of system operability and may call for the operation of the airfield lighting system at any time. In the event of airfield lighting system failure, the Contractor shall immediately take the necessary steps to restore proper operation of the airfield lighting system.

H. Whenever the scope of work requires connection to an existing circuit, or should the scope of work involve working adjacent to or near an existing circuit, and the work could have any impact on the existing circuit, the circuit's insulation resistance shall be tested, in the presence of the Engineer. The test shall be performed in accordance with Item L-111 and prior to any activity affecting or impacting the respective circuit. The Contractor shall record the results on forms included in L-111. When the work affecting the circuit is complete (or at end of shift prior to energization), the circuit's insulation resistance shall be checked again, in the presence of the Engineer. The Contractor shall record the results on forms included in L-111. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. The Contractor shall measure and record the insulation resistance of **ALL** airfield lighting circuits prior to starting any work. All test results shall be submitted in the Operation and Maintenance (O&M) Manual.

I. Should the Contractor fail to perform the tests prior to starting work, the Contractor shall be responsible to bring the impacted circuits to a minimum 50 megohm insulation resistance value or higher value in conformance with any previous airport test records.

J. Provide temporary wiring to permit operation of lighting circuits associated with each phase of construction. Temporary cable connections shall be made in airfield lighting circuits when permanent wiring cannot be completed during daylight hours.

K. Any taxiway open to aircraft traffic shall have supporting runway/taxiway lighting. Where new circuits serve new construction the new circuits shall be in place and fully functional. Control of circuits may be made in tandem with existing circuits that serve the same area. The Contractor is responsible for operating all circuits within their rated capacity. Signage shall also be fully functional. Blank off with ¾" marine grade plywood any signs or portions thereof that are not applicable.

L. The cost of temporary and reconnected airfield lighting/power shall be considered incidental to the pay items provided within the Contract Documents.

104-4.3 TEMPORARY ELECTRICAL AND LIGHTING INSTALLATION.

A. Temporary electrical and/or lighting fixtures shall be provided in operational areas of buildings where required to maintain public safety and continued airport operations.

B. Provide temporary roadway lighting on airport roads and detours during construction. Design installation and removal of temporary systems shall be the responsibility of the contractor. Light levels shall be 1.0 maintained foot-candles on the traveled part of the roadway. Lighting under the bridges during construction shall have a metal halide or other white light source, providing a maintained light level of 2.0 foot-candles. Maximum to minimum uniformity ratios shall be 10:1.

C. Temporary lighting must be installed to ANSI/OSHA standards for impacted area. Light levels shall also meet the requirements of the Illuminating Engineering Society for the type of task being performed.

D. Temporary installations shall be approved by Electrical Maintenance Manager or authorized representative.

E. The cost of temporary and reconnected area/building lighting/power shall be considered incidental to the pay items provided within the Contract Documents.

104-4.4 MISCELLANEOUS REGULATIONS.

A. Electrical main distribution panels, branch circuits panels, control panels, etc., may have their front covers removed for access to live parts. Access to live parts shall be guarded/barricaded in accordance with NFPA 70E.

B. Draw-out type breakers, regardless of operating voltage must be drawn completely out to open position and tagged and locked out per 104-4.1.

C. In hazardous locations, regardless of class, all electrical tools and extension cords shall be of a type accepted for use in such areas.

D. No counterpoise/grounding conductors may be joined, connected, or affixed to any terminal, grounding electrode, or other point or attachment by any method except exothermic welding, or accepted equivalent. See Item L-108.

E. All counterpoise or grounding systems, when damaged, shall be properly and immediately restored.

F. No high voltage switch shall be engaged or disengaged under load.

G. All backhoes, cranes, etc., shall be enclosed by safety pylon or other markers and rope festooned by accepted safety tapes.

H. All security gates in use by Contractors are the responsibility of the Contractor, and must be used in a fully secure manner. Any damage to a security gate shall be reported immediately to the Engineer.

104-4.5 TEMPORARY COMMUNICATIONS/CONTROL.

A. Temporary communication and control systems shall be provided in operational areas of buildings where required to maintain public safety and continued airport operations. Temporary communication and control systems shall be as described in the Contract Documents.

B. The cost of temporary and reconnected communication and control shall be considered incidental to the pay items provided within the Contract Documents.

METHOD OF MEASUREMENT

104-5.1 METHOD OF MEASUREMENT.

A. With the exception of Temporary Power and Temporary Airfield Lighting/Signage/Navigational Facilities the items described in this item are incidental to other items and shall be included with its applicable system.

B. Temporary Power & Temporary Airfield Lighting/Signage/Navigational Facilities shall be measured as a lump sum item.

BASIS OF PAYMENT

104-6.1 BASIS OF PAYMENT.

A. With the exception of Temporary Power & Temporary Airfield Lighting/Signage/Navigational Facilities, as described below, no direct payment shall be made for the work described in this section. The work described in this section is incidental to other items and shall be paid for the respective bid item of which it is a component part.

B. Temporary Power & Temporary Airfield Lighting/Signage/Navigational Facilities payment shall be made at the contract lump sum price for the required work. This item shall include all testing, troubleshooting, maintenance and other consequential work required to maintain the temporary power and temporary airfield lighting, signage, and Navigational Facilities as impacted by this Contract and within the limits of work area. This price shall be full compensation for furnishing all material, labor, transportation, services, equipment, utility company fees and for all preparation, removal of the temporary materials and equipment and for all labor, equipment, tools and all incidentals required to furnish and install Temporary Power and Temporary Airfield Lighting, Signage, and Navigational Facilities in accordance with the Contract Documents. This item includes all excavation, backfill and other materials and appurtenances necessary to complete these items.

Payment will be made under:

Item L-104-1 **Temporary Power & Temporary Airfield Lighting/Signage/Navigational Facilities – per lump sum.**

END OF ITEM L-104

ITEM L-105

ALTERATIONS, REMOVAL AND DEMOLITION COVER

Specification L-105, Alterations, Removal and Demolition is not an FAA Standard for Specifying Construction of Airports from AC 150/5370-10E.

There is no current FAA Construction specification applicable to this work. This specification focuses on the electrical demolition required to support the project. It defines alterations, removal and demolition items including which items are to be turned over to the Owner's Maintenance Department and which items the Contractor is responsible to remove and dispose of properly, offsite.

L-105

ALTERATIONS, REMOVAL AND DEMOLITION

DESCRIPTION

105-1.1 GENERAL

A. Alterations shall mean any change or rearrangement in the component parts, including structural, mechanical, and electrical systems, or internal or external arrangements of an existing item, component, system or structure.

B. Removal shall mean the dismantling and disposal of existing materials, components, equipment, and utilities. Removed items shall be handled, prepared for storage, transported to storage areas, or disposed of as specified.

C. Demolition shall mean abandonment, removal and disposal, or salvage and delivery to the Owner as required by the Contract Documents.

D. The installation and/or removal of lighting equipment may be critical to airport operations; therefore, the Contractor shall follow work schedule established in the Contract Documents or as directed by the Engineer.

E. Temporary power and lighting shall be accomplished in accordance with the Contract Documents.

F. This item shall apply to all electrical work contained within the Contract Documents. Where the contract general conditions, special provisions or other parts of the Contract Documents also apply, the stricter of the documents shall govern.

105-1.2 CONDITION OF EXISTING FACILITIES

A. The Contractor shall verify the areas, conditions, and features necessary to tie into existing construction. This verification shall be done prior to submittal of shop drawings, fabrication or erection, construction or installation. The Contractor shall be responsible for the accurate tie-in of the new work to existing facilities.

B. The Contractor shall protect all existing utilities from damage resulting from alteration, removal and demolition activities.

C. Any hazardous waste issue shall be immediately reported to the Engineer.

D. Whenever the scope of work requires, connection to an existing circuit, or should the scope of work involve working adjacent or near to an existing circuit and the work could have an adverse impact on the existing circuit, the circuit's insulation resistance shall be tested, in the presence of the Engineer. The test shall be performed in accordance with Item L-111 and prior to any activity affecting or impacting the respective circuit. The Contractor shall record the results on forms included in Item L-111. When the work affecting the circuit is complete (or at end of shift prior to energization), the circuit's insulation resistance shall be checked again, in the presence of the Engineer. The Contractor shall record the results on forms included in Item L-111. The second

reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. The Contractor shall measure and record the insulation resistance of **ALL** airfield lighting circuits prior to starting any work. All test results shall be submitted in the Operation and Maintenance (O&M) Manual.

E. Should the Contractor fail to perform the insulation resistance tests prior to starting work, the Contractor shall be responsible to bring the impacted circuits to a minimum 50 megohm earth resistance value or higher value in conformance with any previous airport test records.

105-1.3 OCCUPANCY AND USE OF EXISTING FACILITIES

A. The Owner will occupy and use the facilities within the areas of work during the entire construction period. The Contractor shall be required to plan and coordinate the Contractor's activities in order to provide all necessary controls for the abatement of dust, noise, and inconvenience to Owner personnel during all phases of the work.

105-1.4 VACATING OCCUPIED AREAS

A. The Owner will remove all portable items of furniture, equipment, and fixtures prior to the start of work.

105-1.5 SAFETY REQUIREMENTS

A. The Contractor shall conduct all operations in a manner that will ensure the safety of persons and property in accordance with the OSHA requirements of CFR 29 Part 1926/1910.

B. The Contractor shall comply with the Airport Maintenance Department's LOCK OUT/TAG OUT procedure and NFPA 70E.

105-1.6 CLASSIFICATION OF REMOVED ITEMS

A. Existing materials and equipment indicated to be removed will be classified as "salvageable" and shall remain the property of the Owner or will be classified as "demolition or debris" and shall be disposed.

B. Salvageable Items:

1. Salvaged materials and equipment shall be reused in the work only in construction of temporary electrical facilities, unless noted otherwise.

2. Properly box, protect and ready for transport salvageable items. Retained salvaged items shall be stored on Owner property where indicated by the Owner.

3. Salvaged materials and equipment to be retained by the Owner but not reused in the work shall be turned over to the Owner at a site at the facility to be determined by the Owner.

C. Demolition or Debris:

1. Items classified as demolition or debris shall be legally disposed of off the Owner's property. The cost of such disposal shall be included in the bid price.

105-1.7 TEMPORARY PROTECTION

A. Contractor shall protect persons and property throughout the progress of the work in accordance with the Contract Documents.

105-1.8 DEMOLITION TASK PLAN AND SCHEDULE

A. The Contractor shall submit to the Engineer a Demolition Task Plan and Schedule for all existing utility relocation(s) and demolition work. The task plan shall be submitted within 30 days of notice to proceed but no later than 30 days prior to the start of the relocation/demolition work.

B. The task plan and schedule shall detail the phasing of the utility relocation(s) and demolition activities with the balance of the project phasing plan. The task plan and schedule shall detail the Contractor's plan for protection of the existing utilities.

C. The task plan and schedule shall demonstrate preliminary coordination has taken place with the FAA, Airport, communications and power utilities and also demonstrates compliance with the Contract Documents.

D. No work shall be initiated until the task plan and schedule has been submitted to the Engineer and accepted by the utilities. No demolition, alteration or relocation work shall be started until the permanent work replacing the demolition, alteration or relocation is complete, in place, accepted and ready for operation; or until other temporary means have been approved and accepted by the Engineer.

EXECUTION

105-2.1 DISCONNECTING UTILITIES

A. Prior to the start of work, the Contractor shall coordinate with the Owner and effected utility companies to have each utility placed in a safe work condition.

B. Each utility effected shall be locked out and tagged by the Contractor. Proper safety grounds or equivalent shall be placed for personnel protection.

105-2.2 TEMPORARY UTILITY SERVICES

A. Contractor shall install temporary utility services in satisfactory operating condition before disconnecting existing utilities. Such temporary services shall be maintained during the period of construction and removed only after new permanent services have been tested and are in operation. Please refer to Item L-104.

105-2.3 REMOVAL WORK

A. The Contractor shall not disturb the existing construction beyond that indicated or necessary for installation of new work. Temporary shoring and bracing for support of building components to prevent settlement or other movement shall be as required to protect the work and existing facilities.

B. The Contractor shall provide protective measures to control accumulation and migration of dust and dirt in all areas of work, particularly those adjacent to occupied areas. The Contractor shall remove dust, dirt, and debris from the areas of work daily.

105-2.4 SALVAGEABLE MATERIALS AND EQUIPMENT

A. The Contractor shall remove all salvageable materials and equipment in a manner that will cause the least possible damage thereto. Salvageable items, which are to be retained by the Owner, shall be carefully handled, stored, and protected.

B. The Contractor shall provide identification tags on all salvageable items boxed or placed in containers, indicating the type, size, and quantity of materials.

105-2.5 BUILDINGS AND STRUCTURES

A. The Contractor shall perform removal operations in existing areas/buildings/structures as indicated and as otherwise required to complete the work.

B. Existing concrete shall be demolished, removed, and disposed. Square, straight edges shall be provided where existing concrete adjoins new work and at other locations where indicated. Existing steel reinforcement shall be protected where indicated; otherwise, it shall be cut off flush with face of concrete.

C. The Contractor shall dismantle structural steel components at field connections and in a manner that will prevent bending or damage.

D. The use of flame-cutting torches will be permitted only when other methods of dismantling are not practical, and when approved in writing by the Engineer.

105-2.6 ELECTRICAL EQUIPMENT AND FIXTURES

A. Wiring systems and components shall be salvaged. Loose items shall be boxed and tagged for identification.

B. Primary, secondary, control, communication, and signal circuits shall be disconnected at the point of attachment to their distribution system.

C. The Contractor shall remove and salvage electrical fixtures. Incandescent lamps, mercury-vapor lamps, and fluorescent lamps shall be salvaged, boxed and tagged for identification, and protected from breakage. The fixtures and isolating transformers shall be turned over to the Owners Maintenance Department. This Contractor shall legally dispose of concrete bases, etc. off the Airport property.

D. The Contractor shall remove and salvage switches, receptacles, fixtures, transformers, regulators, meters, instruments, cover plates, circuit breakers, panelboards, outlet boxes, and similar items; these items shall be boxed, and tagged for identification according to type and size.

E. The Contractor shall remove and salvage cable tray, wiring ducts and troughs.

F. The Contractor shall remove and dispose of conductors, including insulated wire, nonmetallic sheathed and flexible armored cable.

G. All removed or demolished items not identified for reuse in the work or to be turned over to the Owner, unless noted otherwise, shall be properly and legally disposed of off the airport site.

105-2.7 DEMOLITION OPERATIONS

A. Demolition operations shall be conducted to ensure the safe passage of persons to and from facilities occupied and used by the Owner.

B. The sequence of operations shall be such that maximum protection from inclement weather will be provided for materials and equipment in partially dismantled state.

105-2.8 MAINTAINING TRAFFIC

A. Demolition operations and removal of debris to disposal areas shall be conducted to ensure minimum interference with roads, streets, walks, and other facilities occupied and used by the Owner.

B. Streets, walks, runways, taxiways and other facilities occupied and used by the Owner shall not be closed or obstructed without written permission.

105-2.9 UTILITY ADJUSTMENTS

A. The Contractor shall adjust utility elevations and or locations as described in the Contract Documents.

DISPOSAL OF REMOVED/DEMOLISHED MATERIALS

105-3.1 GENERAL

A. The Contractor shall dispose of debris, rubbish, scrap, and other non-salvageable materials resulting from demolition/removal operations. Removed/demolished materials shall not be stored or disposed of on the project site.

B. Removed/demolished materials shall be properly and legally disposed of off airport property.

C. Removed/demolished debris shall be transported from Owner property and legally disposed at no additional cost to the Owner. The Contractor shall pay permits and fees for disposal.

105-3.2 RACEWAY DEMOLITION

A. Pull wire out of existing raceways. Underground conduit/duct may be abandoned in place when not in an area of excavation. When abandoned in place install waterproof caps/plugs and concrete end of duct markers.

B. Raceways that interfere with new work shall be completely removed.

C. Install 200 pound test pull rope in all conduits/ducts to remain in place. Conduit/duct banks may be abandoned in place if they are not within 24" of any new subgrade material.

D. Dispose of raceway as debris.

105-3.3 AIRFIELD LIGHTING AND SIGNS

A. Carefully remove existing airfield lighting, signs, etc. as noted in the Contract Documents. Properly store all signs, fixtures, base plates and spacer rings for reinstallation or turn over to Owner as noted in the Contract Documents.

B. Existing concrete sign pads, base cans, L-830 isolation transformers and raceways shall be demolished transported from Owner property and legally disposed.

C. If required by the Contract Documents reinstall signs and fixtures.

D. Turn over to the Owner all signs, fixtures, base plates and spacer rings not reinstalled as a part of this contract.

E. Remove existing base can, L-824 cable, L-830 isolation transformer and associated foundation and dispose of as debris.

105-3.4 MANHOLE/HAND HOLE DEMOLITION

A. Manholes, hand holes, pull boxes, etc. shall be removed and disposed of as demolition debris.

B. Demolished manholes, hand holes, pull boxes, etc. below the new full strength pavement shall be completely removed.

C. Demolished manholes, hand holes, pull boxes, etc. below shoulder pavement or in turfed areas shall be cut down to a depth of 48" min. below finished grade, filled and compacted in accordance with the Contract Documents.

105-3.5 GENERAL – CUTTING AND PATCHING

A. Cutting, patching, repairing, and other alteration work shall be done by mechanics skilled in the particular trade or work required.

B. Salvaged items for reuse shall be as accepted by the Engineer.

C. Where required to patch or extend existing construction, or both, such alteration work shall match existing exposed surface materials in finish, color, texture, and pattern.

METHOD OF MEASUREMENT

105-4.1 METHOD OF MEASUREMENT

A. All Electrical Demolition covered by this item will be paid for at the contract lump sum price, as set forth below, for demolition, alteration and removal complete and in accordance with the Contract Documents.

BASIS OF PAYMENT

105-5.1 BASIS OF PAYMENT

A. Payment will be made at the contract lump sum price for the required demolition, alteration and removal. This price shall be full compensation for furnishing all material, equipment and for all preparation, removal of the demolished materials and equipment and for all materials, labor, equipment, tools, services and incidentals necessary or required for the electrical demolition as shown in the Contract Documents. It is the intent of the demolition pay item that all equipment, devices, raceway, pull boxes, manholes, fixtures, wiring, materials, systems, appurtenances, etc., which are no longer required as a result of the project to be removed. All waste materials shall be removed from the airport property and legally disposed of by the Contractor. This item includes all backfill, P-610, sod and other materials and appurtenances not specifically identified, but necessary to complete these items in accordance with the Contract Documents.

Payment will be made under:

Item L-105-1 **Electrical Demolition -- per lump sum.**

END OF ITEM L-105

ITEM L-106

SUBMITTALS, RECORD DOCUMENTS AND MAINTENANCE MANUALS COVER

Specification L-106, Submittals, Record Documents and Maintenance Manuals is not an FAA Standard for Specifying Construction of Airports from AC 150/5370-10E.

There is no current FAA Construction specification applicable to this work. This specification focuses on the proper format and information required for electrical submittals, record drawings and maintenance manuals.

ITEM L-106

SUBMITTALS, RECORD DOCUMENTS AND MAINTENANCE MANUALS

DESCRIPTION

106-1.1 GENERAL.

A. The items described in this item are applicable to all electrical work. Electrical work is defined as any work described, included, depicted or contained within the Construction Specifications Institute (CSI) Division 16, 26, 27, 28, 33 or 34 specifications, L-XXX specification series, E- series drawings and all other work within the Contract Documents dealing with the distribution of electrical power/light, electrical/electronic/light monitoring, communication and control.

B. Only Third Party Certified manufacturers, listed in AC 150/5345-53, Appendix 3 Addendum (as required) and meeting the BUY AMERICAN preference requirements can provide equipment and materials specified in the Contract Documents. Documentation certifying compliance with the BUY AMERICAN preference rules for AIP (in accordance with Title 49, United State Code [USC], 1990; later designated as 49 USC §50101) shall be included with each equipment and material submittal.

C. The requirements for submittals, record drawings and Operation and Maintenance (O&M) Manuals supplement the requirements and are in addition to the requirements of the general conditions, special provisions or other parts of the Contract Documents. Where the contract general conditions, special provisions or other parts of the Contract Documents also apply, the stricter of the documents shall govern.

106-1.2 SCOPE.

A. This item includes the requirements for submittals, record documents and operation and maintenance (O&M) manuals. All submittals and O & M Manuals shall be submitted in book form as described by this item.

REQUIREMENTS FOR SUBMITTALS

106-2.1 DATA, SHOP DRAWINGS AND SAMPLES.

A. Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the work.

B. Submittal data for electrical materials and equipment shall consist of shop drawings and/or catalog cuts showing technical data as necessary to evaluate the material or equipment, to include dimensions, wiring diagrams, performance curves, ratings, control sequence and other descriptive data necessary to describe fully the item proposed and its operating characteristics.

C. Prior to the installation of any material or equipment and **within 30 days of notice to proceed**, the Contractor shall provide to the Engineer all submittals as required by the Contract

Documents. The submittals shall be complete and made in **ONE** submission in the format required by this item. Partial submission will only be considered under special circumstances.

D. The Contractor shall perform no portion of the work, nor purchase any materials, requiring submission until the Engineer has accepted the relevant submittal/shop drawing/sample. Should the Contractor commence any work or install any materials prior to the receipt of an accepted submittal/shop drawing/sample the Contractor is deemed to be proceeding at the Contractor's own risk.

E. Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the work will be judged. Each sample shall be accompanied by the manufacturer's instructions regarding installation, operation and maintenance and shall be identified by item number, and specification.

F. By approving and submitting Shop Drawings and Samples, the Contractor thereby represents that the Contractor has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data and that the Contractor, has checked and coordinated each Shop Drawing and Sample with the requirements of the work of the Contract Documents.

G. Unless otherwise stated in the Contract Documents the Engineer will review Data, Shop Drawings and Samples within thirty (30) days after receipt, but only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. The Engineer's review of a separate item shall not indicate approval of an assembly in which the item functions.

H. The Engineer reserves the right to reject any and all equipment, materials and procedures, which, in the Engineer's opinion, does not comply with the system design and the standards and codes specified herein.

I. The Engineer shall be the sole judge of whether the proposed "acceptable equivalent" is suitable for use in the work.

J. The Contractor shall make any corrections required by the Engineer and shall resubmit the required number of corrected shop drawings or new samples until accepted. The Contractor shall direct specific attention in writing on resubmitted shop drawings to revisions other than the corrections requested by the Engineer on previous submissions.

K. If the Contractor desires to substitute materials or deviate from the requirements of the Contract Documents, the Contractor shall separately submit all substitute materials and deviations to the Contract Documents. Such submittals shall be clearly and boldly marked "**SUBSTITUTION**" or "**DEVIATION TO CONTRACT DOCUMENTS**". If the substitution or deviation is accepted, the Contractor will not be excused from producing work in conformity with the Contract Documents. If a trial use establishes the work does not comply with the Contract Documents, the Contractor shall take such action as the Engineer determines necessary.

L. The Engineer's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the

Contractor has informed the Engineer in writing of such deviation at the time of submission and the Engineer has provided written acceptance to the specific deviation. The Engineer's approval shall not relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

M. The submittals will be checked only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action noted by the Engineer on the submittal is subject to the requirements of the Contract Documents.

N. The Contractor is responsible for dimensions, quantities, fabrication processes and methods of construction, coordination of the Contractors work with that of all trades. The Contractor shall be responsible for satisfactory performance of the Contractor's work and supplying a complete and fully functional system. The Contractor shall confirm and correlate dimensions at the jobsite.

O. Samples shall be submitted upon request or as required by the Contract Documents.

P. The Contractor shall maintain an accurate updated "SUBMITTAL REGISTER" containing the status of all submittals. The log shall be updated on a weekly basis. The Contractor shall bring the submittal register to each progress meeting. The submittal register shall contain the following information:

1. Submittal description and number assigned.

2. Contract Document required submittal date.

3. Submittal electrical system type; airfield lighting or airfield lighting control or airfield lighting vault power system.

4. Reference Item # (L-108, 16111, etc).

5. Date sent to Engineer.

6. Date returned to Contractor from Engineer.

7. Submittal status.

8. Date of resubmittal and return – as applicable.

9. Date material released for fabrication.

10. Projected date of fabrication.

11. Projected date of delivery to site.

106-2.2 SUBMITTAL BOOKS.

A. Submittal books shall consist of a hard cover, view or presentation type, 3-ring binder sized to hold 8 1/2" x 11 sheets.

B. Each binder shall be adequately sized to comfortably hold required submittals. Minimum spline size to be 1", maximum spline size to be 3 " (provide additional binders if 3 " size is not sufficient to properly hold submittals). Each binder shall be adequately sized to hold the submittal information **plus an additional 25%** of the submittal sheet count.

C. Binder shall have outer clear vinyl pocket on front and back cover (to hold 8-1/2" x 11" sheet) and on spline (to hold spline width x 11" sheet). Binders shall be Avery Heavy-Duty EZD View Nonstick D-ring presentation binders (color as required below) or accepted equivalent. Provide Avery Direct Print Custom Dividers or accepted equivalent with the appropriate **TYPED** specification item number, and a **TYPED** index for each item.

D. Provide correct designation of project in each pocket. Description sheet shall be white with black letters, minimum of 11" high and full width of pocket. Description shall describe project and match project Contract Document description. Description to include submittal type.

E. Provide separate submittal manuals for each of the following electrical system types:

1. One (1) submittal set for the Airfield Lighting System (WHITE binder(s)).

2. One (1) submittal set for the Airfield Lighting Control System (BLUE binder(s)).

3. One (1) submittal set for the Airfield Lighting Vault Power, Lighting and Miscellaneous Systems (BLACK binder(s)).

106-2.3 SUBMITTAL BOOK CONTENTS.

A. Submittal books shall include:

1. First sheet(s) in book shall be a photocopy of the cover sheet.

2. The second sheet shall be a table of contents.

3. Third sheet shall be prepared and filled out by Contractor and shall list project address of airport, Engineer, Contractor & subcontractor(s).

4. Fourth sheet shall also be filled out by Contractor and list project schedule information.

5. Submittals consisting of marked catalog sheets or shop drawings shall be inserted in the binder in specification number/section order. Submittal data shall be presented in a clear and thorough manner. **Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original.**

6. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data.

7. Submittals for components of electrical equipment and systems shall identify the equipment for which they are a component part on each submittal sheet.

8. Shop Drawings: Drawings to include identification of project and names of Engineer(s), General Contractor, subcontractor and supplier, data, number sequentially and indicate the following:

a) Fabrication and erection dimensions.

b) Arrangements and sectional views.

c) Necessary details, including complete information for making connections with other work.

d) Kinds of materials and finishes.

e) Descriptive names of equipment.

f) Modifications and options to standard equipment required by the work.

g) Leave blank area, size approximately 5 x 5 inches, near title block for the Engineer's stamp imprint.

h) Point-to-point wiring diagrams.

i) Conduit/duct/raceway rough-in drawings.

j) See specific items of the Contract Documents for further requirements.

A. Submittal Books Product Data - Technical data is required for all items as called for in the Contract Documents regardless if item furnished is as specified.

1. Submit technical data verifying that the item submitted complies with the requirements of the Contract Documents. Technical data shall include manufacturer's name and model number, dimensions, weights, electrical characteristics, and clearances required. Indicate all optional equipment and changes from the standard item as called for in the Contract Documents. Furnish drawings, or diagrams, dimensioned and in correct scale, covering equipment, showing arrangement of components and overall coordination.

2. In order to facilitate review of product data, insofar as practicable, they shall be noted, indicating by cross reference the Contract Documents, note, drawing number and/or specification number and item paragraph numbers where item(s) occur in the Contract Documents.

3. See specific items in Contract Documents for further requirements.

106-2.4 PROCESSING SUBMITTALS.

A. Submit a minimum of eight (8) submittal books and shop drawings with separate tag marking on each copy for the Owner (4) (per 01340), Engineer (2), Contractor and Subcontractor (2).

See other items/divisions of the Contract Documents for additional quantity requirements. Submit additional copies if required by the Engineer. Submit 3 samples, where samples are required.

B. The Contractor shall review, stamp with the Contractor's approval and submit to the Engineer, eight (8) prints of shop drawings, eight (8) copies of submittal books and three (3) sets of samples where required, as described in this item,

C. The General Contractor shall review the submittal books before submitting to the Engineer. No request for payment will be considered until the submittal book has been reviewed and submitted for review by the Engineer.

D. Product Data: For standard manufactured materials, products and items, submit one (1) copy or sets of data (per book).

E. Shop Drawings for custom fabricated items and systems:

1. Initially submit a transparency (suitable for reproduction) together with four (4) prints made the transparency.

2. When submittal is acceptable, furnish one (1) print per book made from the accepted transparency.

F. Acceptance: When returned to Contractor, the front of each submittal will be marked with the Engineer's stamp. If box marked "Submit Specified Item", or "Rejected" or "Revise and Resubmit" is checked, submittal is not accepted and Contractor is to correct and resubmit as noted. If submittal is marked "Make Correction Noted" Contractor may begin construction utilizing the submitted item with corrections made. **However, the corrected submittal must be resubmitted for record keeping purposes.** Contractor is to comply with notation making necessary corrections on submittal and resubmit for final record.

G. If the submittal is marked "No Exception Taken" the Engineer took no exceptions to the submitted items.

H. Corrections or comments made on the shop drawings during this review do not relieve Contractor from compliance with requirements of the Contract Documents. This check is only for review of the general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. The Contractor is responsible for; confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating the Contractor's work with that of all other trades and performing all work in a safe and satisfactory manner.

I. Note that the acceptance of shop drawings or other information submitted in accordance with the requirements contained in this item, does not assure that the Engineer or any other Owner's Representative attests:

1. To the dimensional accuracy or dimensional suitability of the material or equipment involved.

2. The ability of the material or equipment involved to perform as designed.

3. The mechanical or electrical performance of equipment.

J. Approval of shop drawings does not invalidate the Contract Documents if in conflict; unless a letter requesting such a change is submitted and accepted on the Engineer's letterhead.

106-2.5 DELAYS.

A. Contractor is responsible for delays in job progress accruing directly or indirectly from late submissions or resubmissions of shop drawings, or product data.

106-2.6 RE-SUBMITTALS.

A. The Engineer shall be reimbursed for engineering costs to review resubmittals subsequent to the second submittal.

RECORD DOCUMENTS

106-3.1 PROGRESS AND RECORD DRAWINGS.

A. Keep two sets of blue line prints on the job and neatly mark up design drawings each day as components are installed. **Red pencil shall be used for additions and green pencil for deletions. Use of "white out" or similar products is not permitted.**

B. All items on record drawings shall be shown in actual location installed. Drawings shall be inspected weekly, by the Engineer, for compliance and accuracy. Project payments shall be withheld if the marked-up drawings are not current.

C. Change the equipment schedules to agree with items actually furnished.

D. All hand holes, pull boxes, junction can plazas, manholes, underground ducts, conduits, force mains, drains, ground grids, etc. (all underground utilities) installed by this Contractor or located by this Contractor during the construction of this project shall be surveyed and recorded on the record documents. Record utility locations in state plane grid coordinates. Provide north-south, east-west coordinate and elevation.

E. At the end of the project, all changes shall be reviewed by the Electrical Contractor. The drawings shall be marked "As Built" and dated and signed by the Electrical Contractor's Superintendent.

F. Prior to request for final payment, furnish a set of "As Built" prints to the Engineer for review. The final prints shall be professionally drafted to indicate "As Built" conditions to the Engineer. The prints shall be stamped "As Built" signed and dated by the Contractor. The Contractor's signature shall certify to the Engineer that the "As Built" drawings are accurate and complete.

G. The Contractor's failure to produce representative "As Built" drawings in accordance with requirements of this item, shall be cause for the Engineer to produce such "As-built" drawings

and the Contractor shall reimburse Engineer for all costs to produce a representative set of "As Built" drawings.

OPERATION AND MAINTENANCE MANUALS

106-4.1 REQUIREMENTS FOR OPERATION AND MAINTENANCE MANUALS.

A. Within each major division of work, each item in the Contract Documents, which require submission of O & M information, shall be individually identified by a typed index tab. The Contractor shall provide four (4) copies of manufacturer's manuals for all installed equipment, in book form as required by this item. As a minimum, the O & M Manual shall contain the following:

1. Safety precautions used while maintaining the equipment.

2. Theory of circuit and system operation.

3. Complete schematic and interconnecting wiring diagrams.

4. Complete parts list with each circuit component keyed to designations assigned on schematics and wiring diagrams. Complete information shall be given for each part to permit ordering for replacement purposes. This information shall include the components rating, name of manufacturer and the manufacturer's part number.

5. Recommended preventative maintenance, including care, cleaning lubrication, service intervals, etc.

6. Troubleshooting procedures.

7. Physical characteristics (weight, size, mounting dimensions, etc.).

8. Installation instructions.

9. Operating instruction.

10. Recommended spare parts and usage for a one (1) year period.

11. Submit for checking purposes a specific set of written operating instructions on each item, which requires instructions to operate. After acceptance, provide one copy for insertion in each Operation and Maintenance Manual.

12. Submit for acceptance maintenance information consisting of manufacturer's printed instructions and parts list for each major item of equipment. After acceptance, insert information in each Operations and Maintenance Manual. Detailed schematic diagrams shall be furnished for all electrical/electronic equipment.

13. Bill of materials.

14. Physical layout plans.

15. Equipment supplier list.

16. Panel schedules shall be submitted with the respective panel data.

17. Special instructions

18. Service maintenance contracts including the name, address and 24 hour phone number and contact of manufacturer's authorized repair company.

There shall be no "Black Boxes" for which there are no schematic/wiring diagrams.

106-4.2 OPERATION AND MAINTENANCE MANUALS.

A. O & M Manuals shall consist of hard cover, view or presentation type, 3-ring binders sized to hold 8 1/2" x 11" sheets.

B. Each binder shall be adequately sized to comfortably hold required submittals. Minimum spine size to be 1", maximum spine size to be 3 " (provide additional binders if 3" size is not sufficient to properly hold submittals). Each binder shall be adequately sized to hold the submittal information plus **an additional 25%** of the submittal sheet count.

C. Binder shall have outer clear vinyl pocket on front and back cover (to hold 8-1/2" x 11" sheet) and on spline (to hold spline width x 11" sheet). Binders shall be Avery Heavy-Duty EZD View Nonstick D-ring presentation binders (color as required below) or accepted equivalent. Provide Avery Direct Print Custom Dividers or accepted equivalent with the appropriate **TYPED** specification item number, and a **TYPED** index for each item.

D. Provide correct designation of project in each pocket. Description sheet shall be white with black letters, minimum of 11" high and full width of pocket. Description shall describe project and match project Contract Document description. Description to include submittal type.

E. Provide separate O & M Manuals for each of the following electrical systems:

1. One (1) submittal set for the Airfield Lighting System (WHITE binder(s)).

2. One (1) submittal set for the Airfield Lighting Control System (BLUE binder(s)).

3. One (1) submittal set for the Airfield Lighting Vault Power, Lighting and Miscellaneous Systems (BLACK binder(s)).

106-4.3 OPERATION AND MAINTENANCE MANUAL CONTENTS.

A. Operation & Maintenance Manuals shall include:

1. First sheet in binder shall be a photocopy of the cover sheet.

2. The second sheet shall be a table of contents.

3. The third sheet shall be filled out by Contractor and shall list project address of airport, Engineer, Contractor & subcontractor(s).

4. The fourth sheet shall also be filled out by Contractor and list project schedule information showing project "as completed".

5. Shop Drawings: Shop drawings shall be a copy of the final and accepted shop drawings submitted as required in Item L-106-2. These shall be inserted in binder in specification number/section order. Each catalog sheet shall clearly identify where the product is used and the Contract Document identification for equipment. Clear vinyl pockets shall be provided for insertion of shop drawings.

6. Product data and/or catalog sheets shall be a copy of the final and accepted submittal submitted as required in Item L-106-2. These shall be inserted in binder specification number/section order. Each catalog sheet shall clearly identify where the product is used and the Contract Document identification for equipment.

7. Warranty/Guarantee: Provide copy of warranty/guarantee and letters of certification, in respective location in O & M Manual binder. Original warranty/guarantee shall be incorporated into separate project warranty book with warranty/guarantees provided for other items and submitted for Engineer review.

106-4.4 PROCESSING OPERATION AND MAINTENANCE MANUALS.

A. Submit four (4) sets of O & M Manuals. The General Contractor shall review the manuals before submitting to the Engineer. Tag two (2) manuals for the Owner (per 01700) and two (2) manuals for the Electrical Designer(s).

106-4.5 DELAYS.

A. Contractor is responsible for delays in job progress accruing directly or indirectly from late submissions or resubmissions of the Operation and Maintenance Manuals.

106-4.6 RE-SUBMITTALS.

A. The Engineer shall be reimbursed the cost to review Operation and Maintenance Manual re-submittals subsequent to the second submittal.

METHOD OF MEASUREMENT

106-5.1 METHOD OF MEASUREMENT.

A. The items described in Item L-106 are incidental to other pay items and shall not be measured for payment.

BASIS OF PAYMENT

106-6.1 BASIS OF PAYMENT.

A. No direct payment shall be made for the work described in Item L-106. The work described in Item L-106 is incidental to other items and shall be paid for in the respective bid item of which it is a component part.

SUBMITTAL LIST

106-7.1 SUBMITTAL LIST.

A. The following is a list of materials expected by the Engineer to be incorporated within the project. This list is not all inclusive as the Contractor's chosen means and methods will have a direct impact on the materials used.

B. It is the intent of this item that all materials used or incorporated into this project is submitted to the Engineer for review.

C. The Contractor shall maintain a submittal register in accordance with Part 2 of this item. The Submittal register shall include all items used or incorporated into the project.

LIST TO FOLLOW:

Spec. Section Number	Spec Paragraph Number	Submittal Description
L-100	1.4-A	CERTIFICATION OF ELECTRICAL CONTRACTOR'S EXPERIENCE
L-100	1.4-A	COPY OF ELECTRICAL CONTRACTOR'S STATE ELECTRICAL LICENSE
L-100	1.5-C	CERTIFICATION OF ELECTRICAL SUPERINTENDENT'S EXPERIENCE
L-100	1.5-C	ELECTRICAL SUPERINTENDENT'S RESUME' AND COPY OF JOURNEYMAN ELECTRICIAN LICENSE
L-100	1.5-C	ELECTRICAL SUPERINTENDENT'S REFERENCES, AIRPORT NAME, CONTACT AND PHONE NUMBER
L-100	1.5-F	COPY OF EACH JOURNEYMAN ELECTRICIAN'S LICENSE
L-100	2.4-B	EXISTING FACILITIES INVESTIGATION MEMO
L-100	2.4-E	SCHEDULED SHUTDOWNS
L-100	2.5-A	WARRANTIES
L-100	2.6-A	O&M MANUALS
L-100	2.7-O	RECORD DOCUMENTS
L-100	3.1-A	GENERAL LIGHTING PROVISIONS SUPERVISION & ATTENDANCE
L-100	3.7-D	SYSTEMS TEST
L-100	3.8A	ADHESIVE BACKED CLOTH MARKERS

L-100	3.8-B	BRADY MARKERS
L-100	3.11-A	WELDER QUALIFICATIONS
L-100	3.11-A	WELDING PROCEDURES
L-100	3.11-A	WELDER QUALIFICATION TEST
L-100	GENERIC REQUIREMENT	PERMANENT BLACK MARKER
L-100	GENERIC REQUIREMENT	SELF-ADHESIVE CLEAR PRINTED LABELS W/ BLACK TYPED LETTERS
L-104	1.3-A	SAFETY PLAN
L-104	1.9-A	WRITTEN VERIFICATION PROVIDING PROOF OF CORRESPONDENCE WITH REPRESENTATIVES OF ALL UTILITIES/AGENCIES TO LOCATE ALL EXISTING UTILITIES/SYSTEMS WITHIN THE PROJECT LIMITS
L-104	4.1-A	TAGGING AND LOCKOUT PROCEDURE
L-104	4.1-D	FAA 45 DAY WRITTEN NOTICE OF WORK
L-104	4.2-F	TEMPORARY AIRFIELD LIGHTING/POWER PLAN
L-104	4.2-H	INSULATION RESISTANCE TESTS ON EXISTING CIRCUITS TO BE MODIFIED BY CONTRACTOR
L-105	1.2-A	VERIFICATION OF EXISTING CONDITIONS
L-105	1.2-D	INSULATION RESISTANCE TESTS ON EXISTING CIRCUITS TO BE MODIFIED BY CONTRACTOR
L-105	1.8-A	DEMOLITION TASK PLAN
L-105	1.8-B	EXISTING CABLE PROTECTION PLAN
L-108	2.1 - D	ALL MATERIALS AND EQUIPMENT USED TO CONSTRUCT THIS ITEM SHAL BE SUBMITTED TO THE ENGINEER
L-108	2.1 - F	WARRANTY
L-108	2.1 - G	CREW MIX
L-108	2.2 - A	#8 AWG, 5KV L-824 AIRFIELD LIGHTING CABLE (6.6A)
L-108	2.2 - A	#6 AWG, 5KV L-824 AIRFIELD LIGHTING CABLE (20A)
L-108	2.2 - A	L-824 SECONDARY CONDUCTORS, EXTENSION CORDS, ETC.
L-108	2.2 - B	CERTIFIED COPY OF FACTORY TEST REPORTS FOR ALL CABLE PROVIDED
L-108	2.2 - D	THWN-2 WIRE FOR CIRCUITS UP TO 600V
L-108	2.3 - A	#2 AWG SOLID COPPER COUNTERPOISE
L-108	2.3 - B	#6 AWG, GREEN THWN-2 INSULATED BONDING JUMPER
L-108	2.3 - C	#2 AWG, GREEN THWN-2 INSULATED BONDING JUMPER
L-108	2.3 - F	¾" DIAMETER BY 10' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD

L-108	2.3 - F	GROUND ROD COUPLINGS
L-108	2.3 - F	GROUND ROD DRIVING STUDS
L-108	2.3 - I	GROUNDING CONDUCTORS FOR VOLTAGE CIRCUITS
L-108	2.4 - B	CAST SPLICE INCLUDING BLOCKING COMPOUND, CONNECTORS, SPLICE AND CRIMPING TOOL
L-108	2.4 - C	FIELD-ATTACHED PLUG-IN SPLICE
L-108	2.4 - E	TAPED OR HEAT-SHRIINKED SPLICE METHODS
L-108	2.4 - F	LIST OF APPROVED CRIMP CONNECTORS AND CRIMPING TOOLS
L-108	2.4 - F	COMPRESSION BUTT SPLICES INCLUDING MANUFACTURER'S INSTRUCTIONS
L-108	2.4 - F	COMPRESSION LUGS INCLUDING MANUFACTURER'S INSTRUCTIONS
L-108	2.4 - F	C-TAPS INCLUDING MANUFACTURER'S INSTRUCTIONS
L-108	2.4 - F	COMPRESSION TOOLING, CALIBRATION CERTIFICATE, PROCEDURES AND MANUFACTURER'S RECOMMENDED PRACTICES
L-108	2.4 - G	EXOTHERMIC CONNECTIONS INCLUDING ALL MOLDS, SHOTS AND MANUFACTURER'S INSTRUCTIONS
L-108	2.4 - G	BASE CAN GROUND CLAMPS
L-108	2.5 - A	AIRFIELD LIGHTING CABLE SPLICER QUALIFICATIONS
L-108	2.5 - B	AIRFIELD LIGHTING CABLE SPLICING DEMONSTRATIONS
L-108	2.5 - B	LIST OF APPROVED AIRFIELD LIGHTING CABLE SPLICERS AND ASSIGNED SPLICER IDENTIFICATION NUMBER.
L-108	2.5 - C	EXOTHERMIC WELDER QUALIFICATIONS
L-108	2.5 - C	SAMPLE EXOTHERMIC WELD DEMONSTRATIONS
L-108	2.5 - C	LIST OF APPROVED EXOTHERMIC WELDERS.
L-108	2.5 - D	ALL GROUNDING AND BONDING TOOLS AND EQUIPMENT
L-108	2.5 - D	GROUNDING AND BONDING QUALIFICATIONS
L-108	2.5 - D	SAMPLE CONNECTOR/LUG DEMONSTRATIONS
L-108	2.5 - D	LIST OF APPROVED GROUNDING AND BONDING PERSONNEL
L-108	2.8 - A	CABLE IDENTIFICATION TAGS AND TYRAP
L-108	2.8 - A	CABLE ID TAG STAMPED SAMPLES
L-108	2.9 - A	ALL ELECTRICAL TAPES
L-108	2.9 - A	HEAT SHRINK TUBING
L-108	2.10	ELECTRICAL COATING
L-108	2.11	INSULATION RESISTANCE TESTS OF EXISTING CIRCUITS
L-108	2.12	FIELD LIGHTING ARRESTOR ASSEMBLY CONNECTIONS
L-108	2.13	DETECTABLE WARNING TAPE

L-108	3.1 - G	L-823 CONNECTORS INCLUDING MANUFACTURER'S INSTRUCTIONS
L-108	3.1 - K	ADDITIONAL L-823 CONNECTORS TURNED OVER TO OWNER
L-108	3.2 - C	PULL ROPE
L-108	3.2 - D	MOISTURE-SEAL TAPE
L-108	3.2 - D	CABLE PULLING LUBRICANT
L-108	3.2 - E	CABLE PULLING TENSION VALUES
L-108	3.4 - A	WIRE/CABLE MARKERS
L-108	3.5 - F	CABLE STRIPPING AND PENCILING TOOLS
L-108	3.7 - H	EXOTHERMIC WELD PHOTOGRAPHIC LOG AND CD
L-108	3.7 - I	EXOTHERMIC WELD MANUFACTURER'S INSPECTION / ACCEPTANCE CRITERIA
L-108	3.8-D	LIGHTING AND POWER CIRCUIT CONTINUOUS OPERATION TEST
L-108	3.8-D	COUNTERPOISE CONTINUITY TEST
L-108	4.3	GROUND RODS
L-108	GENERIC REQUIREMENT	MECHANICAL LUGS AND TORQUING REQUIREMENTS
L-108	GENERIC REQUIREMENT	TORQUE WRENCH, CALIBRATION CERTIFICATE AND MANUFACTURER'S RECOMMENDED PRACTICES
L-108	GENERIC REQUIREMENT	WIRE NUTS
L-108	GENERIC REQUIREMENT	TERMINAL BLOCKS
L-108	GENERIC REQUIREMENT	SS WIRE MESH STRAIN RELIEF BASKETS FOR 5 KV CABLES
L-108	GENERIC REQUIREMENT	ELECTRICAL JOINT COMPOUND
L-110	2.1	UNDERGROUND DUCT
L-110	2.2	RIGID GALVANIZED STEEL (RGS) CONDUIT
L-110	2.3-B	SCHEDULE 40 PVC CONDUIT (2",3",4")
L-110	2.3-B	SCHEDULE 40 PVC END BELLS, FITTINGS, TERMINATIONS, CLEANER AND SOLVENT CEMENT (2",3",4")
L-110	2.4	SPLIT CONDUIT (4")
L-110	2.5	CONDUIT SPACERS AND DUCT PLUGS
L-110	2.6	CONCRETE
L-110	2.7	FLOWABLE BACKFILL
L-110	2.8	DETECTABLE MARKER TAPE
L-110	2.9	LONG RADIUS RGS BENDS
L-110	2.10	DIRECTIONAL BORE DUCT

L-110	2.10	DIRECTIONAL BORE WORK PLAN, SCHEDULE, PROCEDURE, METHODS AND EQUIPMENT
L-110	2.10	DIRECTIONAL BORE DRILLING FLUID MIXING AND DELIVERY SYSTEM
L-110	2.10	DIRECTIONAL BORE GUIDANCE SYSTEM
L-110	2.11	PAVEMENT REINFORCEMENT MESH
L-110	3.9	CONDUIT PITTING LUBRICANT
L-110	3.10	RACEWAY DRAIN
L-110	GENERIC REQUIREMENT	WEATHER PROOF CONDUIT HUBS
L-110	GENERIC REQUIREMENT	LOCKNUTS
L-110	GENERIC REQUIREMENT	GROUNDING BUSHINGS W/ INSULATED THROAT
L-110	GENERIC REQUIREMENT	BUSHINGS W/ INSULATED THROAT
L-110	GENERIC REQUIREMENT	CONDULETS, COVERS AND GASKETS
L-110	GENERIC REQUIREMENT	EXPANSION FITTINGS
L-110	GENERIC REQUIREMENT	CABLE RACKS, SUPPORTS, TIES AND STRAPS
L-110	GENERIC REQUIREMENT	CONDUIT THREAD COMPOUND
L-110	GENERIC REQUIREMENT	COLD GALVANIZING COMPOUND
L-110	GENERIC REQUIREMENT	ASPHALTUM PAINT
L-110	GENERIC REQUIREMENT	EXPANSION FITTINGS
L-111	2.1-A	SUBMIT ALL MATERIALS, TEST EQUIPMENT, WRITTEN PROCEDURES, EQUIPMENT CALIBRATION CERTIFICATES FOR PERFORMING THE FOLLOWING TESTS:
L-111	2.1-C, 2.3	QUALIFICATION OF FIRM PERFORMING HI-POT TESTING
L-111	2.1-D	FIELD TEST PLAN
L-111	2.3-A	QUALIFICATIONS OF TESTING PERSONNEL
L-111	2.3-E	QUALIFICATIONS OF CALIBRATION LAB
L-111	3.1	COUNTERPOISE TESTING
L-111	3.1	EXOTHERMIC WELD TESTS
L-111	3.2	GROUND ROD TESTING
L-111	3.3	FIELD LIGHTNING ARRESTOR ASSEMBLY TESTING
L-111	3.4	EXISTING AIRFIELD LIGHTING CIRCUIT INSULATION RESISTANCE TESTING

L-111	3.5	NEW AIRFIELD LIGHTING CIRCUIT CONTINUITY TESTING
L-111	3.6	NEW AIRFIELD LIGHTING CIRCUIT INSULATION RESISTANCE TESTING
L-111	3.7	CONCLUDING AIRFIELD LIGHTING CIRCUIT TESTS
L-111	3.8	CONTROL SYSTEM TESTS
L-111	GENERIC REQUIREMENTS	TESTING REQUIRED BY EQUIPMENT MANUF.
L-111	GENERIC REQUIREMENTS	TORQUING OF ELECTRICAL TERMINATIONS
L-111	GENERIC REQUIREMENTS	TORQUING OF ANCHOR BOLTS
L-125	1.1	INSTALLATION OF AIRPORT LIGHTING SYSTEMS
L-125	1.2-A	SHOP DRAWINGS OF EACH AIRFIELD LIGHTING COMPONENT, INDICATING FAA APPROVAL, SHALL BE SUBMITTED TO THE OAR FOR REVIEW AND APPROVAL AND BE APPROVED PRIOR TO ORDERING ANY MATERIALS FOR THIS ITEM. THIS SUBMITTAL SHALL INCLUDE THE PROPOSED METHOD OF INSTALLATION FOR ALL AIRFIELD LIGHTING COMPONENTS. THE SUBMITTAL SHALL INCLUDE DATA ON ALL COMPONENT PARTS OF THE ITEM OR SYSTEM, AND SHALL INCLUDE THE MANUFACTURERS LIST OF RECOMMENDED SPARE PART FOR ONE YEARS USE.
L-125	1.2-B	THE MANUFACTURER OF THE LIGHTING FIXTURES AND SIGNS PROPOSED SHALL PROVIDE DATA, CERTIFICATION, AND FIVE (5) AIRPORT REFERENCES THAT EACH TYPE OF PROPOSED FIXTURE, AS CURRENTLY DESIGNED UNLESS A NEW DESIGN THAT HAS NOT BEEN REQUIRED IN THE UNITED STATES HERETOFORE, HAS BEEN IN OPERATION UNDER NORMAL AIRFIELD CONDITIONS A MINIMUM OF 3 YEARS WITH A CERTIFIED REPAIR REQUIREMENT RATE OF NO MORE THAN THREE (3) PERCENT.
L-125	1.2-B	AIRFIELD LIGHTING FIXTURE MANUFACTURER QUALIFICATIONS
L-125	1.3-A	SPARE PARTS GUARANTEE
L-125	1.4-A(6)	SURVEY OF EXISTING FIXTURES, BASE CANS, ETC
L-125	2.2	GUARANTEE

L-125	2.5	L-861 RUNWAY EDGE LIGHTS - INCLUDING AS APPLICABLE: LIGHT BASES (BASE CANS), EXTENSIONS AND TOP SECTIONS, COVERS, GASKETS, GROUND LUGS, LOAD RINGS, ANTI-ROTATIONAL FINS, SPACER RINGS, CONCRETE RINGS, ADAPTER RINGS, SS BOLTING HARDWARE, L-830 ISOLATION TRANSFORMERS, FRANGIBLE COUPLINGS, LAMPS, INSTALLATION DETAIL, ALL COMPONENTS, ACCESSORIES AND INCIDENTALS.
l-125	2.5	L-852D BI-DIRECTIONAL CLEAR/YELLOW RUNWAY EDGE LIGHT - INCLUDING AS APPLICABLE: LIGHT BASES (BASE CANS), EXTENSIONS AND TOP SECTIONS, COVERS, GASKETS, GROUND LUGS, LOAD RINGS, ANTI-ROTATIONAL FINS, SPACER RINGS, CONCRETE RINGS, ADAPTER RINGS, SS BOLTING HARDWARE, L-830 ISOLATION TRANSFORMERS, FRANGIBLE COUPLINGS, LAMPS, INSTALLATION DETAIL, ALL COMPONENTS, ACCESSORIES AND INCIDENTALS.
L-125	2.6	L-861E RUNWAY THRESHOLD - INCLUDING AS APPLICABLE: LIGHT BASES (BASE CANS), EXTENSIONS AND TOP SECTIONS, COVERS, GASKETS, GROUND LUGS, LOAD RINGS, ANTI-ROTATIONAL FINS, SPACER RINGS, CONCRETE RINGS, ADAPTER RINGS, SS BOLTING HARDWARE, L-830 ISOLATION TRANSFORMERS, FRANGIBLE COUPLINGS, LAMPS, INSTALLATION DETAIL, ALL COMPONENTS, ACCESSORIES AND INCIDENTALS.
L-125	2.6	L-850D BI-DIRECTIONAL RED/GREEN THRESHOLD LIGHT - INCLUDING AS APPLICABLE: LIGHT BASES (BASE CANS), EXTENSIONS AND TOP SECTIONS, COVERS, GASKETS, GROUND LUGS, LOAD RINGS, ANTI-ROTATIONAL FINS, SPACER RINGS, CONCRETE RINGS, ADAPTER RINGS, SS BOLTING HARDWARE, L-830 ISOLATION TRANSFORMERS, FRANGIBLE COUPLINGS, LAMPS, INSTALLATION DETAIL, ALL COMPONENTS, ACCESSORIES AND INCIDENTALS.
L-125	2.7	L-867/L-868 BASE CANS AND ACCESSORIES
L-125	2.7	FIXTURE AND BASE CAN BOLTING HARDWARE
L-125	2.7-D	¾" GALVANIZED STEEL BLANK COVER – INCLUDING ALL INCIDENTALS AND SECURED WITH STAINLESS STEEL BOLTS.
L-125	2.12	L-830 ISOLATION TRANSFORMERS
L-125	2.13	FRANGIBLE CONNECTIONS
L-125	2.14	REINFORCING STEEL
L-125	2.17	ANTI-SEIZE COMPOUND
L-125	2.19	IDENTIFICATION/NUMBER MARKERS
L-125	2.19.B	24 EACH SAMPLES OF ID MARKERS L-125.32

L-125	2.20	FIELD LIGHTNING ARRESTOR ASSEMBLY – INCLUDING ALL COMPENENTS, ACCESSORIES, AND INCIDENTALS.
L-125	2.21	FIXTURE AND SIGN BONDING JUMPER AND LUG
L-125	2.23	SPARE PARTS
L-125	5.1	EACH COMPONENT SHALL BE IDENTIFIED WITH THE SPECIFIC PAY ITEM OF WHICH IT IS A COMPONENT PART. COMPLETE ASSEMBLIES SHALL BE SUBMITTED FOR EACH PAY ITEM.
L-131	2.3-A.1	DEMONSTRATE AIRFIELD LIGHTING FIXTURES
L-131	2.3-A.2	DEMONSTRATE CONSTANT CURRENT REGULATORS/MONITORS
L-131	2.3-A.3	DEMONSTRATE AIRFIELD LIGHTING CONTROL SYSTEM
L-131	3.1	PERFORMANCE VERIFICATION AND DEMONSTRATION

APPENDIX 1

"EXAMPLE OF COVER SHEET"

PERRY FOLEY AIRPORT

TAYLOR COUNTY

RUNWAY 18-36 REHABILITATION

AIP #3-12-0064-010-2010

AIRFIELD LIGHTING SYSTEM

OPERATION AND MAINTENANCE MANUAL

OWNER MANUAL #1

Note:

Submittal books and spline information similar.

END OF ITEM L-106

ITEM L-108

UNDERGROUND POWER CABLE FOR AIRPORTS COVER

ITEM L-108, Underground Power Cable for Airports is a technical specification contained in Federal Aviation Administration Advisory Circular – 150/5370-10E, "Standards For Specifying Construction Of Airports".

This item has been modified to make allowances for local materials, methods and requirements. This item has been updated and modified to comply with the latest editions of other applicable codes (i.e., NEC, NFPA 70E, NFPA 780, etc), from knowledge gained on other airport construction projects and valuable lessons learned from airport maintenance staffs.

This specification has also been updated to incorporate the lightning protection techniques identified in the "Final Report – Engineering Analysis of Airfield Lighting System Lightning Protection", by Dr. Vladimir A. Rakov and Dr. Martin A. Uman, University of Florida January 20, 2006. FAA Washington, AAS-100 allows an airport to continue with the counterpoise convention currently in use at the airport.

Deletions are noted by the ~~strikethrough~~ method.

Changes and additions are noted by the ***bold italic*** method.

ITEM L-108

UNDERGROUND POWER CABLE FOR AIRPORTS

DESCRIPTION

108-1.1 This item shall consist of furnishing and installing power cables direct buried and furnishing and/or installing power cables within conduit or duct banks in accordance with the ***Contract Documents*** ~~these specifications at the locations shown on the plans~~. It includes excavation and backfill of trench for direct-buried cables only. Also included are the installation of counterpoise wires, ground wires, ground rods and connections, cable splicing, cable marking, cable testing, and all incidentals necessary to place the cable in ***fully functional and*** operating condition as a completed unit to the satisfaction of the Engineer. This item shall not include the installation of duct banks or conduit, trenching and backfilling for duct banks or conduit, ~~or furnishing or installation of any cable for FAA facilities~~. Requirements and payment for trenching and backfilling for the installation of underground conduit and duct banks ~~is~~ ***are*** covered under Item L-110 "Airport Underground Electrical Duct Banks and Conduits."

EQUIPMENT AND MATERIALS

108-2.1 GENERAL.

A. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be approved under the Airport Lighting Equipment Certification Program described in Advisory Circular (AC) 150/5345-53, current version.

B. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, when requested by the Engineer.

C. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with ***the Contract Documents*** ~~these specifications~~ and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with ***the Contract Documents*** ~~these specifications~~ shall be removed, when directed by the Engineer and replaced with materials, which do comply with ***the Contract Documents*** ~~these specifications~~, at the sole cost of the Contractor.

D. All materials and equipment used to construct this item shall be submitted to the Engineer for ***acceptance*** ~~approval~~ prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

E. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the ***Contract Documents*** ~~plans and specifications~~. ***All submittals shall comply with Item L-106 "Submittals, Record Documents and Maintenance Manuals" and other requirements of the Contract Documents. Where other parts of the Contract Documents apply, the stricter item shall govern.*** ~~[The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section.]~~ The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, ~~specified herein~~ ***shown in the Contract Documents.***

F. All equipment and materials furnished and installed under this ~~section~~ ***item*** shall be guaranteed against defects in materials and workmanship for a period of ~~at least~~ twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner. The Contractor shall be responsible to maintain an insulation resistance of ~~50~~ ***400*** megohms minima, (1000V megger) with isolation transformers connected in new circuits and new segments of existing circuits through the end of the contract warranty period.

G. ***The crew mix for work performed within Item L-108 shall be one licensed journeyman electrician for each three apprentices/helpers.***

108-2.2 CABLE.

A. Underground cable for airfield lighting facilities (runway and taxiway lights and signs) shall conform to the requirements of AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits. ***Conductors for use on 6.6 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #8 AWG, L-824 Type C, 5,000 volts, nonshielded, with cross-linked polyethylene insulation. Conductors for use on 20 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #6 AWG, L-824 Type C, 5,000 volts, nonshielded, with cross-linked polyethylene insulation. L-824 conductors for use on the L-830 secondary of airfield lighting series circuits shall be sized in accordance with the manufacturer's recommendations. All other conductors shall comply with FAA and NEC requirements.*** Conductor sizes noted above shall not apply to leads furnished by manufacturers on airfield lighting transformers and fixtures.

B. ***Production Test Records. A certified copy of factory test reports for all cable provided for this project testifying that the cable complies with FAA AC 150/5345-7, latest edition, shall be submitted to the Engineer within 48 hours of the cable arriving on site and prior to the installation of the cable. Production testing records must be maintained for a period of three years and made available for review by third-party certifiers quality inspection personnel. Factory test reports for all cable shall be provided in the O & M Manual.***

C. ***Airfield lighting fixtures shall be connected into the series circuit in the sequence shown in the Contract Documents. The "return" conductor shall not be connected to any airfield lighting fixtures.***

D. Wire for electrical circuits up to 600 volts shall comply with Specification L-824 and/or Federal Specification J-C-30 and shall be type THWN-2. ***Conductors for parallel (voltage) circuits shall be sized and installed in accordance with NFPA – 70, "National Electrical Code".***

Cable type, size, number of conductors, strand and service voltage shall be as specified ***in the Contract Documents*** ~~on the plans.~~

108-2.3 BARE COPPER WIRE (COUNTERPOISE OR GROUND) AND GROUND RODS.

A. Wire for counterpoise or ground installations for airfield lighting systems shall be ~~No. 6 AWG solid for counterpoise and or No. 6~~ ***#2*** AWG ***solid*** ~~stranded for~~ ***copper counterpoise*** ~~ground~~ wire conforming to ASTM B3 ~~and ASTM B8~~, and shall be ***bare copper wire*** ~~[tinned copper]~~ conforming to the requirements of ASTM ~~D~~ ***B***33.

B. ***Each fixture shall be individually bonded to the base can with a #6 AWG stranded copper, green THWN-2 insulated bonding jumper. The wire shall conform to ASTM B3, ASTM B8 and ASTM B33***

C. ***Each field lightning arrestor assembly shall be individually bonded to the base can with a #2 AWG stranded copper, green THWN-2 insulated bonding jumper. The wire shall conform to ASTM B3, ASTM B8 and ASTM B33.***

D. ***Each sign shall be bonded to the sign ground rod with a #2 AWG stranded copper, green THWN-2 insulated bonding jumper. The wire shall conform to ASTM B3, ASTM B8 and ASTM B33. The sign bonding jumper shall be six inches longer than the sign tethers to allow the tethers to properly operate.***

E. Ground rods shall be ~~[solid stainless steel] [copper] or~~ ***sectional copper-clad steel.*** The ground rods shall be of the length and diameter specified ***in the Contract Documents*** ~~on the plans~~, but in no case shall they be less than ***10 feet*** ~~8 feet (240 cm)~~ long nor less than ***¾ inch*** ~~5/8 inch (15 mm)~~ in diameter. ***The ground rods shall be UL 467 Listed and comply with NEMA GR-1.***

F. ***The overall length of each ground rod shall be determined by earth resistance testing. Each ground rod shall be tested for a not-to-exceed earth resistance of ten (10) ohms prior to the connection of the counterpoise or grounding conductors. Additional sections shall be added to the ground rod installation until the not-to-exceed value of ten (10) ohms is obtained. Earth resistance tests shall be performed in accordance with Item L-111.***

G. ***Where ground conditions prohibit the driving of ground rods vertically into the earth a "made" electrode may be used with written acceptance by the Engineer. Types of made electrodes are listed below:***

1. Each 10 foot sectional ground rod required shall be replaced by a 30 foot long length of 4/0 AWG BSD stranded copper conductor buried horizontally in a 36 inch deep trench, backfilled and compacted in accordance with P-152.

2. Concrete encased electrode, encased in a minimum of 2" concrete, 1/2" diameter rebar 20 feet long or #2 AWG bare copper conductor 20 feet long.

3. Other electrodes as permitted by NFPA – 70, "National Electrical Code".

I. ***Grounding conductors for parallel (voltage) circuits shall be sized and installed in accordance with NFPA – 70, "National Electrical Code".***

108-2.4 CABLE CONNECTIONS.

A. In-line connections of underground primary cables shall be of the type called for ***in the Contract Documents*** ~~on the plans~~, and shall be one of the types listed below. No separate payment will be made for cable connections.

B. The Cast Splice. A cast splice, employing a plastic mold and using epoxy resin equivalent to that manufactured by Minnesota Mining and Manufacturing Company, "Scotchcast" Kit No. 82--B, or as manufactured by Hysol Corporation, "Hyseal Epoxy Splice" Kit No. E1135, or equivalent, is used for potting the splice is acceptable. ***The Cast Splice shall not be used for splicing airfield lighting series circuits. The Cast Splice is acceptable only for the splicing of control cable.***

1. ***Splicing materials used for splicing control cable shall be as follows: Cast splices shall be 3-M Type 8984-07 Scotchcast 89 series enclosure with Scotchcast 4407 encapsulating and blocking compound.***

2. ***Connectors shall be 3-M Type ULG butt splices. The butt splices shall be installed utilizing a crimping tool accepted by 3-M. All splices and splicing materials shall be installed in accordance with 3-M recommendations.***

C. The Field-attached Plug-in Splice. Figure 3 of AC 150/5345-26, Specification for L-823 Plug and Receptacle, Cable Connectors, employing connector kits, is acceptable for field attachment to single conductor cable. It shall be the Contractor's responsibility to determine the outside diameter of the cable to be spliced and to furnish appropriately sized connector kits and/or adapters and heat shrink tubing with integral sealant.

D. The Factory-Molded Plug-in Splice. Specification for L-823 Connectors, Factory-Molded to Individual Conductors, is acceptable.

E. The Taped or Heat-Shrinked Splice. Taped splices employing field-applied rubber, or synthetic rubber tape covered with plastic tape is acceptable. The rubber tape shall meet the requirements of ASTM D 4388 and the plastic tape shall comply with Mil Spec. MIL-I-24391or Fed. Spec. A-A-55809. Heat shrinkable tubing shall be heavy-wall, self-sealing tubing rated for the voltage of the wire being spliced and suitable for direct-buried installations. The tubing shall be factory coated with a ***continuous*** thermoplastic adhesive-sealant that will adhere to the insulation of the wire being spliced forming a moisture and dirt proof seal. Additionally, heat shrinkable tubing for multi-conductor cables, shielded cables, and armored cables shall be factory kits designed for the application. Heat shrinkable tubing and tubing kits shall be manufactured by Tyco Electronics/ Raychem Corporation, Energy Division, or ~~approved~~ ***accepted*** equivalent. ***The*** **Taped or Heat-Shrinked** ***Splice shall not be used for splicing airfield lighting series circuits. Tape or heat shrink tubing may be used in conjunction with L-823 connectors in item B or C above.***

F. In all the above cases, connections of cable conductors shall be made using crimp connectors utilizing a crimping tool designed to make a complete crimp before the tool can be removed. All L-823/L-824 splices and terminations shall be made in accordance with the manufacturer's recommendations and listings.

G. All connections of counterpoise, grounding conductors and ground rods shall be made by the exothermic process or ~~approved~~ ***accepted*** equivalent, except the base can ground clamp connector shall be used for attachment to the base can. All ~~exothermic~~ ***grounding and bonding*** connections shall be made in accordance with the manufacturer's recommendations and listings. ***All counterpoise and grounding/bonding connections shall be UL 467 Listed for direct earth burial and encasement in concrete and UL 96 Listed for Lightning Protection.***

108-2.5 SPLICER QUALIFICATIONS.

A. Every airfield lighting cable splicer shall be qualified in making cable splices and terminations on cables rated ***at or*** above 5,000 volts AC. The Contractor shall submit to the Engineer proof of the qualifications of each proposed cable splicer for the cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable.

B. ***At least thirty (30) days prior to performing any airfield lighting cable splicing/terminating, Contractor shall submit to the Engineer a written list of proposed cable splicing/terminating personnel, including written evidence that the proposed personnel have had a minimum of two (2) hours of technical training by an accepted splice/termination kit manufacturer personnel. Accepted training shall include a thorough review of kit components and splicing/terminating techniques and procedures. Field splices shall only be installed by personnel acceptable to the Engineer. All splicing/terminating personnel shall demonstrate the complete installation of a L-823 kit for the airfield lighting maintenance supervisor or designee. The kit shall be installed in accordance with the manufacturer's recommendations and the requirements of the Contract Documents. Each acceptable splicer shall be assigned a unique number. Each splice kit installed shall be identified with the splicer's unique number as shown in the Contract Documents.***

C. ***Persons performing exothermic welds shall be trained by the exothermic weld manufacturer. Exothermic weld submittals shall include the materials proposed for use, the names and experience levels of the trained personnel, the exothermic weld manufacturer's certificate of training and the exothermic weld manufacturer's inspection/acceptance criteria. Each trained person shall perform a sample exothermic weld for the airfield lighting maintenance supervisor or designee. The Engineer shall inspect the exothermic weld in accordance with the manufacturer's inspection/acceptance criteria. The sample exothermic weld shall be performed and accepted prior to any project work being performed. Exothermic welds shall be inspected in accordance with Item L-111.***

D. ***Persons performing grounding and bonding connections shall be trained by the connector/lug manufacturer. Grounding and bonding connector and lug submittals shall include the materials proposed for use, the names and experience levels of the trained personnel, the connector/lug manufacturer's certificate of training and the connector/lug manufacturer's inspection/acceptance criteria. Each trained person shall perform a sample connector/lug for the airfield lighting maintenance supervisor or designee. The Engineer shall inspect the connector/lug***

in accordance with the manufacturer's inspection/acceptance criteria. The sample connector/lug shall be performed and accepted prior to any project work being performed.

108-2.6 CONCRETE.

A. Concrete for cable markers shall conform to Specification Item P-610, ``Structural Portland Cement Concrete" ***or accepted FDOT Class II equivalent, using 1 inch maximum size coarse aggregate (FDOT #57 stone) with a minimum 28 day compressive strength of 3,400 PSI. Where reinforcing is specified, reinforcing steel shall conform to ASTM A 615 Grade 60. Concrete and reinforcing steel are incidental to the respective pay item of which they are a component part.***

108-2.7 FLOWABLE BACKFILL.

A. Flowable material used to backfill trenches for power cable ~~trenches~~ shall conform to the requirements of Item P-153 "Controlled Low Strength Material" ***or accepted FDOT equivalent.***

108-2.8 CABLE IDENTIFICATION TAGS.

A. Cable identification tags ***(cable ID tags)*** shall ***be 2" diameter, 18 gauge type 316 stainless steel*** ~~by made from a non-corrosive material~~ with the circuit identification stamped or ***laser*** etched ***and black filled*** onto the tag. ***Font shall be Helvetica Medium or accepted equivalent.*** The tags shall be of the type as detailed ***in the Contract Documents*** ~~on the plans~~. ***The method of stamping/etching, method of attachment, etc., shall in accordance with the requirements contained in the Contract Documents. Text height shall be 3/8" minimum. Cable ties used to attach the cable ID tags shall be UV resistant and have 50 pound breaking strength as manufactured by Thomas & Betts TY525MX or accepted equivalent.***

B. ***The Contractor's submittal shall include ten sample cable ID tags stamped with the characters "R1836". Partial acceptance of the ten cable ID tags will require resubmittal of the unacceptable cable ID tags prior to construction beginning. Once the cable ID tags are accepted, the Engineer will use the samples as a basis of comparison for acceptance of the field installed cable ID tags.***

108-2.9 TAPE.

A. Electrical tapes shall be Scotch Electrical Tapes – ***part*** number Scotch 88 (1-1/2" wide) and Scotch 130C linerless rubber splicing tape (2" wide), as manufactured by the Minnesota Mining and Manufacturing Company, or ~~approved~~ ***accepted*** equivalent. ***Heat shrinkable tubing shall have CONTINUOUS integral sealant and shall be as manufactured by Raychem, Inc. or accepted equivalent.***

108-2.10 ELECTRICAL COATING.

A. Scotchkote shall be as manufactured by Minnesota Mining and Manufacturing Company, or ~~approved~~ ***accepted*** equivalent.

108-2.11 EXISTING CIRCUITS.

A. Whenever the scope of work requires~~,~~ connection to an existing circuit, ***or should the scope of work involve working adjacent to or near an existing circuit, and the work could have an adverse impact on the existing circuit,*** the circuit's insulation resistance shall be tested, in the presence of the Engineer. The test shall be performed in accordance with ~~this~~ item ***L-111*** and prior to any activity affecting ***or impacting*** the respective circuit. The Contractor shall record the results on forms ***included in Item L-111.*** ~~acceptable to the Engineer~~. When the work affecting the circuit is complete ***(or at end of shift prior to energization)***, the circuit's insulation resistance shall be checked again, in the presence of the Engineer. The Contractor shall record the results on forms ***included in Item L-111.*** ~~acceptable to the Engineer~~. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. ***The Contractor shall measure and record the insulation resistance of all airfield lighting circuits prior to starting any work.*** All test results shall be submitted in the Operation and Maintenance (O&M) Manual.

B. ***Should the Contractor fail to perform the tests prior to starting work, the Contractor shall be responsible to bring the impacted circuits to a minimum 50 megohm earth resistance value or higher value in conformance with the airport's test records.***

108-2.12 FIELD LIGHTNING ARRESTOR ASSEMBLY CONNECTIONS.

A. ***The field lightning arrestor assembly shall be bonded to an internal ground lug in the base can with a #2 AWG stranded green THWN-2 insulated copper conductor. A Thompson 561T plated lug or accepted equivalent shall be used for connection to the field lightning arrestor assembly and for connection to the base can when the base can is not equipped with an internal ground lug. Field lightning arrestor assembly connections shall be considered incidental to the L-125 field lightning arrestor assembly pay item.***

108-2.13 DETECTABLE WARNING TAPE.

A. ***Plastic, detectable, color as noted magnetic warning tape shall be polyethylene film with a metalized foil core and shall be 3 inches (75 MM) wide. Detectable warning tape is incidental to the respective bid item. The tape shall continuously read "CAUTION - ELECTRIC LINE BELOW", red; "CAUTION - COMMUNICATION LINE BELOW", orange; "CAUTION - WATER LINE BELOW", blue; "CAUTION - FUEL LINE BELOW", yellow; color and message as applicable to the utility. The tape shall be as manufactured by Reef Industries, Inc., or accepted equivalent. Color code used shall comply with American Public Works Association (APWA) Uniform Color Code.***

CONSTRUCTION METHODS

108-3.1 GENERAL.

A. The Contractor shall install the specified cable at the approximate locations indicated ***in the Contract Documents*** ~~on the plans~~. ***The Engineer shall indicate specific locations.*** ~~Unless otherwise shown on the plans, all cable required to cross under pavements expected to carry aircraft~~

~~loads shall be installed in concrete encased duct banks. Wherever possible, cable shall be run without splices, from connection to connection.~~

B. Cable connections ~~between lights~~ will be permitted only at the light locations for connecting the underground cable to the primary leads of the individual isolation transformers. The Contractor shall be responsible for providing cable in continuous lengths for home runs or other long cable runs without connections, unless otherwise ~~authorized~~ ***accepted*** in writing by the Engineer or shown ***in the Contract Documents*** ~~on the plans~~.

C. In addition to connectors being installed at individual isolation transformers, L-823 cable connectors for maintenance and test points shall be installed at locations shown ***in the Contract Documents*** ~~on the plans~~. ***All L-824 cables shall be identified with a cable ID tag with its respective circuit/loop number at all accessible locations. Accessible locations are defined in the NEC.*** Cable ***ID tags*** ~~circuit identification markers~~ shall be installed on both sides of the L-823 connectors ~~installed or at least once in each access point where L-823 connectors are not installed~~. ***Where no connectors are installed, two cable ID tags shall be installed, one on each side of where a future L-823 connector could be installed.***

D. ***Attach cable ID tag 12 inches from the L-823 connectors.***

E. Provide not less than 3 feet of cable slack on each side of all connections, isolation transformers, light units, and at points where cable is connected to field equipment. ***Each end of a conductor with a L-823 connector shall have three feet of slack in each base can (6 feet total when connected). A conductor without an L-823 connector shall have six feet of slack coiled in the base can. When fixtures are interleaved, cable slack shall be provided only in the cables providing power to the fixture in the respective base can. Cables pulled straight through an interleaved circuit base can shall not be provided with cable slack.*** Where provisions must be made for testing or for future above grade connections, provide enough slack to allow the cable to be extended at least ***two feet*** ~~one foot~~ vertically above the top of the access structure. This requirement also applies where primary cable passes through empty base cans, junction and access structures to allow for future connections, or as designated by the Engineer.

F. ***The underground cable work to be performed under this contract shall consist of furnishing and installing new cables as shown in the Contract Documents and as directed by the Engineer.***

G. ***All airfield lighting series circuit primary cable and secondary cable connections shall be made by means of field-attached plug-in connector kits or factory-attached plug-in connector kits in accordance with FAA Specification L-823. Connectors shall be compatible for insulation used. The various type connector kits to be used shall be as described in FAA Advisory Circulars and indicated in the Contract Documents. Airfield lighting circuits shall not intermix except as shown in the Contract Documents.***

H. ***L-823 connectors shall be used for all airfield lighting cable terminations. L-823 connectors shall be installed in each cable connecting to a L-830 isolation transformer, lighting fixture, sign, wind cone, etc. A L-823 connector shall only be installed where connections to devices are made. L-823 connectors shall not be installed in the conductors pulled through a base can or home run conductors (supply or return) except at test points as shown in the Contract Documents.***

I. ***L-823 connectors shall be installed so a portion of the loop can be bypassed. The female receptacle shall always be connected to the end of the conductor connected to the S1 (supply) terminal of the CCR. The male plug shall always be connected to the end of the conductor connected to the S2 (return) terminal of the CCR.***

J. ***The location of any additional connectors installed by the Contractor due to cable pull lengths or unique field conditions shall be recorded on the as-built drawings.***

K. ***The Contractor shall furnish and install an additional 25 L-823 connector kits at specific locations as requested by the Owner. Any of the 25 L-823 connector kits remaining at the end of the contract and not installed shall be turned over to the Owner's Maintenance Department at the projects end. The 25 L-823 connectors are in addition to any and all connectors required for construction or maintenance of the airfield lighting systems.***

L. ***Furnishing and installing all L-823 connectors, heat shrink tubing, tape, cable ID tags, ty-raps and all appurtenances is incidental to the respective cable pay item of which it is a component part.***

108-3.2 INSTALLATION IN DUCT BANKS OR CONDUITS.

A. This item includes the installation of the cable in duct banks or conduit as described below. The maximum number and voltage ratings of cables installed in each single duct or conduit, and the current-carrying capacity of each cable shall be in accordance with the latest National Electric Code, or the code of the local agency or authority having jurisdiction.

B. The Contractor shall make no connections or splices of any kind in cables installed in conduits or duct banks.

C. Unless otherwise designated in the ***Contract Documents*** ~~plans~~, where ducts are in tiers, use the lowest ducts to receive the cable first, with spare ducts left in the upper levels. Check ***conduit/***duct routes prior to ***pull rope installation*** ~~construction~~ to obtain assurance that the shortest routes are selected and interferences are avoided.

D. Duct banks or conduits shall be installed as a separate item in accordance with Item L-110, "Airport Underground Electrical Duct Banks and Conduit." The Contractor shall run a mandrel through duct banks or conduit prior to installation of cable to insure that the duct bank or conduit is open, continuous and clear of debris. Mandrel size shall be compatible with conduit***/duct*** size. The Contractor shall swab out all conduits/ducts and clean base can, manhole, etc. interiors IMMEDIATELY prior to pulling cable. Once cleaned and swabbed the base cans and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, base cans, manholes, etc. is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be recleaned at the Contractor's expense. All accessible points shall be kept closed when not installing cable. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the Engineer of any blockage in the existing ducts. The cable shall be installed in a manner to prevent harmful stretching of the conductor, injury to the insulation, or damage to the outer protective covering. The ends of all cables shall be sealed with moisture-seal tape providing moisture-tight mechanical protection with minimum bulk, or alternately, heat

shrinkable tubing before pulling into the conduit/***duct*** and it shall be left sealed until connections are made. Where more than one cable is to be installed in a conduit/***duct***, all cable shall be pulled in the conduit/***duct*** at the same time. The pulling of a cable through duct banks or conduits may be accomplished by hand winch or power winch with the use of cable grips or pulling eyes. Maximum pulling tensions shall be governed by cable manufacturer's recommendations. A non-hardening lubricant recommended for the type of cable being installed shall be used where pulling lubricant is required.

E. ***Contractor shall submit pulling tension values to the Engineer prior to any cable installation. If required by the Engineer, pulling tension values for cable pulls shall be monitored by a dynamometer. The Engineer shall have the opportunity to observe cable pulling set-up and operations; with and without the dynamometer. Cable pull tensions shall be recorded by the Contractor and reviewed by the Engineer. Cables exceeding the maximum allowable pulling tension values shall be removed and replaced by the Contractor at the Contractor's expense.***

F. The manufacturer's minimum bend radius or the NEC requirements whichever is more restrictive shall apply. Cable installation, handling and storage shall be per manufacturer's recommendations. During cold weather, particular attention shall be paid to the manufacturer's minimum installation temperature. Cable shall not be installed when the temperature is at or below the manufacturer's minimum installation temperature. At the Contractor's option, the Contractor may submit a plan, for review by the Engineer, for heated storage of the cable and maintenance of an acceptable cable temperature during installation when temperatures are below the manufacturer's minimum cable installation temperature.

G. ***Home run cables shall not be pulled continuously for distances greater than 600 feet at any one time. The following procedure shall be used to pull cables. First pull 600 feet of a continuous cable and coil. Secondly, pull the 600 foot section of cable through the next 600 foot segment of system. Then pull 600 feet more of cable at the first location and coil and repeat second step. These steps will be repeated until cable is in place continuously in system without splices or connections unless otherwise accepted in writing by the Engineer or as indicated in the Contract Documents. If the Contractor proposes to use an alternate method, the alternate method shall be detailed and submitted to the Engineer for acceptance.***

H. ***Not less than three feet 3 feet of cable slack shall be left on each side of all connections, isolation transformers, light units and at all other points where cable is connected to field equipment. Additional slack cable shall be left in runway/taxiway light bases, base cans, hand holes, pull boxes, manholes, etc., where it is required to bring the cable above ground level to make connections. The amount of slack cable per end shall be 3 feet per base can. In hand holes, pull boxes and manholes the cable shall have enough slack to make a full sized 360 degree loop for straight pulls and at least a 450 degree loop for 90 degree pulls, the full size loop shall be the circle whose diameter is equal to the width or length, whichever is greater, of the manhole.***

I. Cable shall not be dragged across base can or manhole edges, pavement or earth. When cable must be coiled, lay cable out on a canvas tarp or utilize other appropriate means to prevent abrasion to the cable jacket.

108-3.3 INSTALLATION OF DIRECT-BURIED CABLE IN TRENCHES.

A. Unless otherwise specified, the Contractor shall not use a cable plow for installing the cable. Cable(s) shall be unreeled uniformly in place alongside or in the trench and shall be carefully placed along the bottom of the trench. The cable(s) shall not be unreeled and pulled into the trench from one end. Slack cable sufficient to provide strain relief shall be placed in the trench in a series of S curves. ***Not less than three feet of slack shall be provided at each connector, base can, manhole, pull box, etc.*** Sharp bends or kinks in the cable shall not be permitted. ***Direct buried cables shall be bedded in a 4" envelope of natural earth or sand containing no mineral or aggregate particles that would be retained on a 1/4-inch sieve.***

B. Where cables must cross over each other, a minimum of 3-inch vertical displacement shall be provided with the topmost cable depth at or below the minimum required depth below finished grade. ***Where two or more cables are laid parallel in the same trench, they shall be placed laterally a minimum distance of 3 inches apart, and the trench shall be widened sufficiently to accomplish this.***

C. Primary airfield lighting cables installed shall have cable ***ID tags*** ~~circuit identification markers~~ attached on both sides of each L-823 connector and on each airport lighting cable entering or leaving cable access points, such as manholes, hand holes, pull boxes, junction boxes, etc. ~~Markers shall be of sufficient length for imprinting the cable circuit identification legend on one line, using letters not less than ¼ inch in size.~~ ***Cable ID tags shall comply with L-108-2.8.*** The cable circuit identification shall match the circuits noted ***in the Contract Documents*** ~~on the construction plans~~.

D. Trenching. Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored. Trenches for cables may be excavated manually or with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of surface is disturbed. Graders shall not be used to excavate the trench with their blades. The bottom surface of trenches shall be essentially smooth and free from coarse aggregate. Unless otherwise specified, cable trenches shall be excavated to a minimum depth of 18 inches below finished grade, except as follows:

1. When off the airport or crossing under a roadway or driveway, the minimum depth shall be 36 inches unless otherwise specified.

2. Minimum cable depth when crossing under a railroad track, shall be 42 inches unless otherwise specified.

E. Dewatering necessary for cable installation, erosion and turbidity control, in accordance with Federal, State, and Local requirements is incidental to its respective pay items as part of Item L-108. The cost of all excavation regardless of type of material encountered, shall be included in the unit price bid for the L-108 Item.

F. The Contractor shall excavate all cable trenches to a width not less than 6 inches. Unless otherwise specified ***in the Contract Documents*** ~~on the plans~~, all cables in the same location and running in the same general direction shall be installed in the same trench. ***All loose materials shall be removed from the bottom of the trench. The trench bottom shall be compacted in accordance with the Table in Item L-108-3.3.K below.***

G. When rock is encountered, the rock shall be removed to a depth of at least ~~3~~ ***4*** inches below the required cable depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch sieve. Flowable backfill material may alternatively be used. The Contractor shall ascertain the type of soil or rock to be excavated before bidding. ~~All such rock removal shall be performed and paid for under Item P-152.~~

H. Duct bank or conduit markers temporarily removed for trench excavations shall be replaced as required.

I. It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cable(s) cross proposed installations, the Contractor shall insure that these cable(s) are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified ***in the Contract Documents*** ~~on the plans~~. Installation of new cable where such crossings must occur shall proceed as follows:

1. Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred.

2. Trenching, etc., in cable areas shall then proceed, with approval of the Engineer, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

J. In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair or replacement ***as determined by the Engineer***.

K. Backfilling. After the cable has been installed, the trench shall be backfilled. The first layer of backfill in the trench shall be ~~3~~ ***4*** inches deep, loose measurement, and shall be either earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch sieve. This layer shall not be compacted. The second layer shall be 5 inches deep, loose measurement, and shall contain no particles that would be retained on a 1-inch sieve. The remaining 3rd and subsequent layers of backfill shall not exceed 8 inches of loose measurement and be excavated or imported material and shall not contain stone or aggregate larger than 4 inches maximum diameter.

SOIL TYPE	DESIGN AIRCRAFT GROSS WEIGHT	TEST STANDARD	UNDER PAVEMENT	IN TURF
<30% RETAINED ON ¾" SIEVE	>60,000 LBS	ASTM D1557	100%	95%
<30% RETAINED ON ¾" SIEVE	<60,000 LBS	ASTM D698	100%	98%
>30% RETAINED ON ¾" SIEVE	>60,000 LBS	AASHTO T-180	100%	95%
>30% RETAINED ON ¾" SIEVE	<60,000 LBS	AASHTO T-99	100%	95%

L. The second and subsequent layers shall be thoroughly tamped and compacted to at least the density ***indicated in the table above.*** ~~of the adjacent undisturbed soil, and to the satisfaction of the Engineer. If necessary to obtain the desired compaction, the backfill material shall be moistened or aerated as required~~.

M. ***A 3 inch wide color as noted polyethylene film detectable warning tape, with a metalized foil core, shall be installed above all direct buried cable or counterpoise. The tape shall be installed 8 inches minimum below finished grade. The tape shall be installed flat/horizontally such that the tape presents the most visible and perceptible appearance in the sole opinion of the Engineer.***

N. Trenches shall not contain pools of water during backfilling operations. The trench shall be completely backfilled and tamped level with the adjacent surface, except that when turf is to be established over the trench, the backfilling shall be stopped at an appropriate depth consistent with the type of turfing operation to be accommodated. A proper allowance for settlement shall also be provided. Any excess excavated material shall be removed and disposed of in accordance with the ***Contract Documents*** ~~plans and specifications~~.

O. Underground electrical warning (caution) tape shall be installed in the trench above all direct-buried cable. Contractor shall submit a sample of the proposed warning tape for acceptance by the Engineer. ~~If not shown on the plans, the warning tape shall be located six inches above the direct-buried cable or the counterpoise wire if present. A 4-6 inch wide polyethylene film detectable tape, with a metalized foil core, shall be installed above all direct buried cable or counterpoise. The tape shall be of the color and have a continuous legend as indicated on the plans. The tape shall be installed 8 inches minimum below finished grade~~.

P. Restoration. Where soil and sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by work shall be restored to its original condition. The restoration shall include the ***sodding, topsoiling and fertilizing*** ~~[liming] [seeding] [sprigging] [mulching]~~ as shown ***in the Contract Documents*** ~~on the plans~~. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. When trenching is through paved areas, restoration shall be ~~equal~~ ***equivalent*** to existing conditions and compaction shall meet the requirements of Item P-152. Restoration shall be considered incidental to the pay item of which it is a component part.

Q. ***Installation of counterpoise over existing conduit/duct systems shall be in accordance with Item L-108-3.6.***

108-3.4 CABLE MARKERS FOR DIRECT-BURIED CABLE.

A. The location of direct buried circuits shall be marked by a concrete slab marker, 2 feet (60 cm) square and 4-***6*** inches (100-150 mm) thick, extending approximately 1 inch (25 mm) above the surface. Each cable run from a line of lights and signs to the equipment vault shall be marked at approximately every 200 feet (60 m) along the cable run, with an additional marker at each change of direction of cable run. All other direct-buried cable shall be marked in the same manner. Cable markers shall be installed directly-above the cable. The Contractor shall impress the word "CABLE" and directional arrows on each cable marking slab. The letters shall be approximately 4 inches (100

mm) high and 3 inches (75 mm) wide, with width of stroke 1/2 inch (12 mm) and 1/4 inch (6 mm) deep.

B. ***Stencils shall be used for all lettering. No hand lettering is allowed. Furnishing and installation of conduit/duct or cable markers is incidental to the respective cable or conduit/duct pay item.***

C. The location of each underground cable connection, except at lighting units, isolation transformers, or power adapters shall be marked by a concrete marker slab placed above the connection. The Contractor shall impress the word "SPLICE" on each slab. The Contractor-also shall impress additional circuit identification symbols on each slab as directed by the Engineer. All cable markers and splice markers shall be painted international orange. Paint shall be specifically manufactured for uncured exterior concrete. Furnishing and installation of cable markers is incidental to the respective cable pay item.

108-3.5 SPLICING.

A. Connections of the type shown ***in the Contract Documents*** ~~***on the plans***~~ shall be made by experienced personnel regularly engaged in this type of work and shall be made as follows:

B. Cast Splices. These shall be made by using crimp connectors for jointing conductors. Molds shall be assembled, and the compound shall be mixed and poured in accordance with manufacturer's instructions and to the satisfaction of the Engineer. ***The Cast Splice shall not be used for splicing airfield lighting series circuits. The Cast Splice is acceptable only for the splicing of control cable.***

C. Field-attached Plug-in Splices. These shall be assembled in accordance with manufacturer's instructions. These splices shall be made by plugging directly into mating connectors. In all cases the joint where the connectors come together shall be wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches (37 mm) on each side of the joint.

D. ***Only cable splicers as qualified in 2.5 shall be allowed to splice airfield lighting cables.***

E. ***Cable ends shall be cut squarely. Cable ends shall be kept waterproof sealed until ready for installation of the L-823 connector kit.***

F. ***Cable insulation removal and insulation penciling shall only be performed with acceptable cable stripping and penciling tools. Two acceptable tools are the Ripley WS-49 Airport Lighting Tool and Crouse Hinds Cable Penciler #10036-36. Other tools may be acceptable upon submittal of a sample tool for review. Knifes, side cutters, diagonal pliers and other such tools are strictly prohibited.***

G. ***Any nicks or cuts in the copper conductor are reason for rejection of the splice.***

H. ***The L-823 kits shall be assembled in <u>STRICT</u> accordance with manufacturer's instructions.***

I. ***Connection of series circuit conductors shall be made using crimp connectors utilizing a crimping tool accepted by the connector/lug manufacturer that will produce a complete crimp before the tool can be removed. The crimping tool used by the splicer shall be listed on the L-823 kit manufacturer's literature included in the kit. Make the number and type of crimps as required by the L-823 kit manufacturer.***

J. ***Install plug and receptacle housings in accordance with the L-823 kit manufacturer's instructions.***

K. ***During installation, mating surfaces of connectors shall be kept covered until connected and shall be clean when plugged together. Vent trapped air between the plug and receptacle in accordance with the manufacturer's instructions. Heat shrink or tape the completed L-823 connector kit, as required by Contract Documents.***

L. ***Install heat shrink kits in accordance with the manufacturer's recommendation. Allow splice to completely cool, ½ hour minimum, before placing in base can.***

M. ***Burning or scorching of the cable or heat shrink shall be grounds for rejection of the completed splice.***

N. ***All L-823 connectors shall be taped as follows:***

1. First – Apply three layers of 2" wide 3M Scotch 130C linerless rubber splicing tape, or accepted equivalent. When applying 130C tape stretch to a minimum of 3/4 of its original width to produce a uniform wind. Center tape on mating surfaces of connector body. Extend tape a 1.5" on both sides of connector body mating surfaces.

2. Second – Apply three half-lapped layers of 3M Scotch 88 tape or accepted equivalent. When applying 88 tape stretch to a minimum of 5/8 of its original width to produce a uniform wind. Apply tape with no tension on last wrap to prevent flagging. Extend tape 3" on both sides of connector body mating surfaces.

O. ***Do not tape isolation transformer secondary connectors to signs, wind cones and elevated fixtures.***

P. ***Attached cable splicer ID to splice.***

Q. Factory-Molded Plug-in Splices. These shall be made by plugging directly into mating connectors. In all cases, the joint where the connectors come together shall be wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches (37 mm) on each side of the joint.

R. ***Taped or Heat-Shrinked Splices. Taped splices shall not be used for L-824 airfield lighting circuits. Refer to FAA-SO-STD-71, "Specifications for Installation and Splicing of Underground Cables" for the application of taped splices. All L-823 connectors shall be covered with heat shrink tubing with continuous integral sealant as specified in L-108-2.9. Both ends of connectors where the cable enters the connection shall be protected with heat shrinkable tubing with continuous integral sealant to prevent moisture penetration. A factory molded plug or***

receptacle does not require heat shrink where the cable enters the plug or receptacle. ~~A taped splice shall be made in the following manner:~~

~~S. Bring the cables to their final position and cut so that the conductors will butt. Remove insulation and jacket allowing for bare conductor of proper length to fit compression sleeve connector with 1/4 inch (6 mm) of bare conductor on each side of the connector. Prior to splicing, the two ends of the cable insulation shall be peneiled using a tool designed specifically for this purpose and for cable size and type. Do not use emery paper on splicing operation since it contains metallic particles. The copper conductors shall be thoroughly cleaned. Join the conductors by inserting them equidistant into the compression connection sleeve. Crimp conductors firmly in place with crimping tool that requires a complete crimp before tool can be removed. Test the crimped connection by pulling on the cable. Scrape the insulation to assure that the entire surface over which the tape will be applied (plus 3 inches (75 mm) on each end) is clean. After scraping wipe the entire area with a clean lint-free cloth. Do not use solvents.~~

~~T. Apply high-voltage rubber tape one-half lapped over bare conductor. This tape should be tensioned as recommended by the manufacturer. Voids in the connector area may be eliminated by highly elongating the tape, stretching it just short of its breaking point. Throughout the rest of the splice less tension should be used. Always attempt to exactly half-lap to produce a uniform buildup. Continue buildup to 1-1/2 times cable diameter over the body of the splice with ends tapered a distance of approximately 1 inch (25 mm) over the original jacket. Cover rubber tape with two layers of vinyl pressure-sensitive tape one-half lapped. Do not use glyptol or lacquer over vinyl tape as they react as solvents to the tape. No further cable covering or splice boxes are required.~~

~~U. Heat-shrinkable tubing shall be installed following manufacturer's instructions. Direct flame heating shall not be permitted unless recommended by the manufacturer. Cable surfaces within the limits of the heat-shrink application shall be clean and free of contaminates prior to application.~~

108-3.6 BARE COUNTERPOISE WIRE INSTALLATION FOR LIGHTNING PROTECTION AND GROUNDING.

A. ~~If shown on the plans or included in the job specifications, bare counterpoise copper wire shall be installed for lightning protection of the underground cables. Counterpoise wire shall be installed in the same trench for the entire length of buried cable, conduits and duct banks that are installed to contain airfield cables. Where the cable or duct/conduit trench runs parallel to the edge of pavement, the counterpoise shall be installed in a separate trench located half the distance between the pavement edge and the cable or duct/conduit trench. In trenches not parallel to pavement edges, counterpoise wire shall be installed continuously a minimum of 4 inches above the cable, conduit or duct bank, or as shown on the plans if greater. Additionally, counterpoise wire shall be installed at least 8 inches below the top of subgrade in paved areas or 10 inches below finished grade in un-paved areas. This dimension may be less than 4 inches where conduit is to be embedded in existing pavement. Counterpoise wire shall not be installed in conduit.~~

~~**B.** The counterpoise wire shall be routed around to each light fixture base, mounting stake, or junction/access structures. The counterpoise wire shall also be exothermically welded to ground rods installed as shown on the plans but not more than 500feet (150 m) apart around the entire circuit.~~

C. ***The solid bare copper wire, #2 AWG shall be installed for lightning protection of the underground cables. The insulated cables for the taxiway and runway circuits shall be protected***

by a bare copper counterpoise wire installed in the same trench for the entire length of cable/duct/conduit as indicated in the Contract Documents. The counterpoise wire shall be securely electrically and mechanically bonded to each light fixture base and to ground rods located not more than 500 feet (150 M) apart around the entire circuit in addition to the ground rods for the signs and wind cones.

D. *Ground rods shall be provided in longer lengths or closer than 500 feet (150 M) to meet testing requirements specified in Item L-111. All ground rods shall be separately tested to obtain a not to exceed ten (10) ohms prior to connection of grounding conductor. The Contractor shall perform the necessary inspection and test for these items concurrently with the installation because of subsequent inaccessibility of some components. Each ground rod shall be located and dimensioned on the As-built Drawings.*

E. *Each fixture shall be individually bonded to the base can with a #6 AWG copper, green THWN-2 insulated bonding jumper. Each field lightning arrestor assembly shall be individually bonded to the base can with a #2 AWG copper, green THWN-2 insulated bonding jumper. Each sign shall be bonded to the sign ground rod with a #2 AWG copper, green THWN-2 insulated bonding jumper.*

F. *The counterpoise installed under this Contract shall be securely mechanically and electrically bonded to existing counterpoise wires on intersecting runways and taxiways. Special care shall be exercised to locate all such intersections and to make the connections. The counterpoise shall be bonded to the ground grid at each crossing. All connections to the counterpoise conductors and ground rods shall be made by the exothermic process or accepted equivalent, except the base can ground clamp connector shall be used for attachment to the base can.*

G. *The counterpoise shall be positioned as follows.*

1. *8" (20 CM) above the conduit/duct (including concrete) centerline when installed at right angles to or under pavement or in grassy areas.*

2. *Exceptions may have to be made to 1. above under full strength pavement. The 8" (20 CM) will vary, dependent upon base and pavement thickness. See base can installation details.*

3. *Large conduit/duct banks may require two or more counterpoise conductors. See conduit/duct bank details.*

H. *The minimum distance between top of conduit/duct in duct bank and counterpoise is eight (8) inches (20 CM). Maintain a complete cone of protection measured 30 degrees each side of vertical over the conduits, ducts or cables to be protected.*

I. *Earth resistance testing shall be performed in accordance with Item L-111 and the test results shall be recorded on forms included in Item L-111. The Engineer shall have the opportunity to observe all earth resistance testing.*

J. The counterpoise system shall be continuous and terminate at the transformer vault or at the power source. It shall be securely attached to the vault or equipment external ground ring or other

made electrode grounding system. ~~The connections shall be made as shown on the plans and in the specifications.~~ ***The connections shall be made by exothermic process or other accepted equivalent process.***

~~**K.** If shown on the plans or in the specifications, a separate equipment (safety) ground system shall be provided in addition to the counterpoise wire using one of the following methods:~~

~~**(1)** A ground rod installed at and securely attached to each light fixture base, mounting stake if painted, and to all metal surfaces at junction/access structures.~~

~~**(2)** Install an insulated equipment ground conductor internal to the conduit system and securely attached it to each light fixture base and to all metal surfaces at junction/access structures. This equipment ground conductor shall also be exothermically welded to ground rods installed not more than 500 feet (150 m) apart around the circuit.~~

L. Counterpoise Installation Above Multiple Conduits and Duct Banks. Counterpoise wires shall be installed above multiple conduits/duct banks for airfield lighting cables, with the intent being to provide a complete cone of protection over the airfield lighting cables. When multiple conduits and/or duct banks for airfield cable are installed in the same trench, the number and location of counterpoise wires above the conduit/ducts shall be adequate to provide a complete cone of protection measured ~~30~~ ***45*** degrees each side of vertical. ***Reference details in the Contract Documents.***

M. Where conduit/duct banks pass under pavement to be constructed in the project, the counterpoise shall be placed above the conduit/duct bank. Reference details on the ***Contract Documents*** ~~construction plans~~.

N. Counterpoise Installation at Existing Duct Banks. When airfield lighting cables are indicated ~~on the plans~~ ***in the Contract Documents*** to be routed through existing conduit/duct banks, the new counterpoise wiring shall be terminated at ground rods at each end of the existing conduit/duct bank where the cables being protected enter and exit the conduit/duct bank. The new counterpoise conductor shall be bonded to the existing counterpoise system.

108-3.7 EXOTHERMIC WELDS.

A. Bonding of counterpoise wire shall be by the exothermic welding process ***or by an accepted equivalent method.*** Only personnel experienced in and regularly engaged in this type of work shall make these connections.

B. Contractor shall demonstrate to the satisfaction of the Engineer, the welding kits, materials and procedures to be used for welded connections prior to any installations in the field. The installations shall comply with the manufacturer's recommendations and the following:

C. All slag shall be removed from welds.

D. For welds at light fixture base cans, all galvanized coated surface areas and "melt" areas, both inside and outside of base cans, damaged by exothermic bond process shall be restored by coating with a liquid cold-galvanizing compound conforming to U.S. Navy galvanized repair coating meeting Mil. Spec. MIL-P-21035. Surfaces to be coated shall be prepared and compound applied in accordance with manufacturer's recommendations.

~~E. All buried copper and weld material at weld connections shall be thoroughly coated 6 mil of 3M "Scotchkote," or approved equivalent, or coated with coal tar bitumastic material to prevent surface exposure to corrosive soil or moisture."~~

F. ***Please refer to L-108-2.5 for exothermic welder qualifications. Persons performing exothermic welds shall be trained by the exothermic weld manufacturer. Exothermic welds shall be inspected in accordance with Item L-111.***

G. ***100% of all exothermic welds shall be inspected by the Contractor's Superintendent or Engineer accepted designee. Each exothermic weld shall be photographed (close up within 12" of exothermic weld) with a digital camera (2 megpixel color minimum).***

H. ***The exothermic weld inspector shall maintain a log by photograph number indicating date, time, location by fixture number, acceptance or rejection and inspectors signature. The inspector shall maintain an updated hard copy of the photos and log at the jobsite. The hard copy shall not be more than three days behind actual work progress. The inspector shall turn over to the Engineer an electronic copy of the log and photos at the end of each week. The O&M Manuals shall include a color copy of each of the photographs and the log for 100% of the exothermic welds.***

I. ***Each person performing exothermic welding shall have a copy of the manufacturer's inspection/acceptance criteria on their person and shall check each exothermic weld for acceptability. The Contractor, as part of the as-built drawing requirements, shall maintain a plan set marked up with the location of each exothermic weld and the welder performing the exothermic weld.***

J. ***The Engineer will perform a random inspection of the exothermic welds. Should the exothermic welder have a 5% failure rate, that exothermic welder will no longer be allowed to install exothermic welds. The Contractor shall expose all exothermic welds performed by that exothermic welder for inspection by the Engineer. All costs associated with the retesting and rework of the failed exothermic welds shall be borne by the Contractor.***

K. ***Upon completion the counterpoise shall be tested in accordance with L-111.***

108-3.8 TESTING.

A. ***In addition to the testing required by this item, supplemental acceptance testing shall be conducted in accordance with L-111.*** The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits before and after installation. 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 to the respective item being tested. ~~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.~~ ***For projects completed in phases, the respective required testing must be completed by phase. The test results shall comply with the requirements below and shall be maintained by the Contractor throughout the entire project as well as during the ensuing warranty period.***

~~**B.** 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.~~

C. 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. 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.

D. After installation, the Contractor shall test and demonstrate to the satisfaction of the Engineer the following:

1. That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.

2. That all affected circuits (existing and new) are free from unspecified grounds.

3. That the insulation resistance to ground of all new non-grounded series circuits or cable segments is not less than ***500*** ~~50~~ megohms. ***The Contractor shall maintain an insulation resistance value of 400 megohms (1000 volt megger) on all new work throughout the warranty/guarantee period. Cable shall be tested in accordance with L-111.***

4. That the insulation resistance to ground of all non-grounded conductors of new multiple circuits or circuit segments is not less than ***500*** ~~50~~ megohms. ***Cable shall be tested in accordance with L-111. Testing of control cables shall be in accordance with FAA-SO-STD-71.***

5. That all affected circuits (existing and new) are properly connected in accordance with applicable wiring diagrams.

6. 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~~ ***4 hours***.

7. That the impedance to ground of each ground rod does not exceed ***ten (10)*** ~~25~~ ohms prior to establishing connections to other ground electrodes. The fall-of-potential ground impedance test shall be utilized, as described by ANSI/IEEE Standard 81, to verify this requirement.

8. ***A counterpoise conductor suspected of being damaged during construction shall be tested for continuity with a low resistance ohmmeter. A method of testing is to use a MEGGER DUCTER Low Resistance ohmmeter Model DLRO-10 or accepted equivalent to determine the actual resistance of the conductor under test and through mathematical computation prove the continuity of the conductor. The Engineer shall accept of the test method selected. All such testing shall be at the sole expense of the Contractor. See L-111 for testing requirements.***

E. ~~Two~~ *C*opies of tabulated results of all cable tests performed shall be supplied by the Contractor to the Engineer ***in accordance with Items L-106 and L-111***. Where connecting new cable to existing cable, ~~ground~~ ***insulation*** resistance tests shall be performed on the new cable prior to connection to the existing circuit.

F. There are no approved "repair" procedures for items that have failed testing other than complete replacement.

108-3.9 *OPERATION AND MAINTENANCE MANUALS.*

A. ***The Contractor shall provide data for all cables, connectors, ground rods, etc., supplied under this item in the Operation and Maintenance Manuals. This data shall include cut sheets from the manufacturer for replacement purposes and tabulated test results. Refer to Item L-106. Final payment for any contract amounts shall not be processed without proper submittal of these manuals and approval by the Engineer.***

METHOD OF MEASUREMENT

108-4.1 *TRENCHING OR SAWCUTS.*

A. Trenching ***or saw cuts*** shall be ***considered incidental to the item being installed and shall include*** ~~measured by the linear feet (meters) of trench, including the~~ excavation, backfill, and restoration, completed, ~~measured as excavated~~, and accepted as satisfactory. ***No separate measurement for payment will be made for this work.***

~~**B.** When specified, separate measurement shall be made for trenches of various specified widths.~~

C. The cost of all excavation, backfill, dewatering and restoration regardless of the type of material encountered***/required*** shall be included in the unit price bid for the work.

108-4.2 CABLE.

A. Cable or counterpoise wire installed in trench, duct bank or conduit shall be measured by the number of linear feet (meters) of cable or counterpoise wire installed in trenches, duct bank or conduit, including ~~ground rods and grounding~~ connectors, and trench marking tape ready for operation, and accepted as satisfactory. Separate measurement shall be made for each cable or counterpoise wire installed in trench, duct bank or conduit. The measurement for this item ***shall*** ~~[shall not]~~ include additional quantities required for slack. ***The #6 and #2 AWG stranded copper bonding jumpers shall be considered incidental to the item being installed and shall not be measured separately for payment.***

108-4.3 GROUND RODS.

A. ***The quantity of ground rods to be paid for under this item shall consist of the number of items installed and accepted as a complete unit ready for operation. Ground rods shall be measured as each 10 foot section is installed as required to achieve the specified earth resistance value. Each made electrode shall be paid as a single 0.75" diameter by 10.00' long copper clad steel sectional ground rod.***

BASIS OF PAYMENT

108-5.1 ***CABLE.***

A. Payment will be made at the contract unit price for ~~trenching~~, ***wire,*** cable and***/or*** bare counterpoise wire installed in trench***/saw cut*** (direct-buried), or ***wire,*** cable ~~and equipment ground~~ installed in duct bank or conduit, in place by the Contractor and accepted by the Engineer. This price shall be full compensation for furnishing all materials and for all preparation and installation of these materials, and for all ***supervision, transportation,*** labor, equipment, tools, ***connector kits, cable terminations, ID tags, testing,*** and ***all*** incidentals, ~~including ground rods and ground connectors~~ and trench marking tape, necessary to complete this item. ***The cost of the #6 AWG stranded copper bonding jumpers and the cost of the #2 AWG stranded copper bonding jumpers shall be considered incidental to the item being installed. The #2 AWG solid copper counterpoise installed external to and with directional bore duct shall be paid at the #2 AWG solid copper counterpoise installed in trench unit price.***

B. ***The cost for all steel, arc welding, saw cutting, sealer/adhesive, exothermic welds, cable terminations, detectable warning tape and all other incidentals and appurtenances required to install the counterpoise or ground grid conductors as required by the Contract Documents shall be included in the linear foot unit price bid for the work. The cost of all excavation, backfill, saw cuts; dewatering and restoration regardless of the type of material encountered/required shall also be included in the unit price bid for the work.***

108-5.2 ***GROUND RODS.***

A. ***Payment will be made at the contract unit price for each ground rod installed in place by the Contractor and accepted by the Engineer. Each made electrode shall be paid as a single 0.75" diameter by 10.00' long copper clad steel sectional ground rod. This price shall be full compensation for furnishing all materials and for all preparation and installation of these materials, and for all supervision, transportation, labor, equipment, tools, installed complete with exothermic connections, excavation, backfill, and all required incidentals necessary to complete this item. The cost of all excavation, backfill, dewatering and restoration regardless of the type of material encountered shall also be included in the unit price bid for the work.***

Payment will be made under:

~~Item L-108-5.1 Trenching for direct-buried cable – per linear foot (meter)~~

~~Item L-108-5.2 [No. 8 AWG] [No. 6 AWG] L-824C Cable, installed in trench, duct bank or conduit – per liner foot (meter)~~

~~Item L-108-5.3 Bare Counterpoise Wire, installed in trench, duct bank or conduit, including ground rods and ground connectors – per linear foot (meter)~~

~~Item L-108-5.4 Bare or insulated equipment ground, installed in duct bank or conduit including ground rods and ground conductors – per linear foot (meter).~~

Item L-108-1	***1/C L-824-Type C Unshielded #8 AWG 5 KV Stranded Copper Cable, Installed in Duct or Conduit – per linear foot.***
Item L-108-2	***1/C #2 AWG Solid Copper Counterpoise Wire, installed over duct or conduit – per linear foot.***
Item L-108-3	***0.75" Diameter By 10.00' Long Copper Clad Steel Sectional Ground Rod, – per each.***

MATERIAL REQUIREMENTS

AC 150/5340-30	***Design and Installation Details for Airport Visual Aids***
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	***FAA*** Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-53	***Airport Lighting Equipment Certification Program***
AC 150/5370-2	***Operational Safety on Airports During Construction***
AC 150/5370-10	***Standards for Specifying Construction of Airports***
FED SPEC J-C-30	Cable and Wire, Electrical Power, Fixed Installation (cancelled; replaced by A-A-59544 Cable and Wire, Electrical (Power, Fixed Installation))
FED SPEC A-A-55809	Insulation Tape, Electrical, Pressure-Sensitive Adhesive, Plastic
ASTM B 3	Soft or Annealed Copper Wire
ASTM D 4388	Rubber tapes, Nonmetallic Semiconducting and Electrically Insulating
PE-39	***Rural Utilities Service (RUS) Specification – REA Bulletin 1753F-205***

REFERENCE DOCUMENTS

NFPA No. 70	National Electrical Code (NEC)
NFPA No. 70E	***Standard for Electrical Safety in the Workplace***

MIL-S-23586C	Sealing Compound, Electrical, Silicone Rubber Building Industry Consulting Service International (BICSI)
ANSI/IEEE Std 81	IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System

END OF ITEM L-108

ITEM L-110

AIRPORT UNDERGROUND ELECTRICAL DUCT BANKS AND CONDUITS COVER

Item L-110, Airport Underground Electrical Duct Banks and Conduits is a technical specification contained in Federal Aviation Administration Advisory Circular – 150/5370-10E, Standards for Specifying Construction of Airports.

This item has been modified to make allowances for local materials, methods and requirements. This item has been updated and modified to comply with the latest editions of other applicable codes (i.e., NEC, NFPA 70E, etc), from knowledge gained on other airport construction projects and valuable lessons learned from airport maintenance staffs.

Deletions are noted by the ~~strikethrough~~ method.

Changes and additions are noted by the ***bold italic*** method.

ITEM L-110

AIRPORT UNDERGROUND ELECTRICAL DUCT BANKS AND CONDUITS

DESCRIPTION

110-1.1 DESCRIPTION. This item shall consist of ***furnishing and installing*** underground electrical conduits and duct banks (single or multiple conduits encased in concrete***, or direct buried as required by the Contract Documents***) installed in accordance with ***the Contract Documents*** ~~this specification at the locations and in accordance with the dimensions, designs, and details shown on the plans~~. This item shall include furnishing and installing of all underground electrical duct banks and individual and multiple underground conduits. It shall also include all turfing trenching, backfilling, removal, and restoration of any paved or turfed areas; concrete encasement, mandreling, pulling lines, duct markers, plugging of conduits, and the testing of the installation as a completed system ready for installation of cables in accordance with the ***Contract Documents*** ~~plans and specifications~~. This item shall also include furnishing and installing conduits and all incidentals for providing positive drainage of the system. Verification of existing ducts is incidental to the pay items provided ~~in this specification~~.

110-1.2 ***The Contractor shall protect paved surfaces from damage caused by any equipment with tracks, stabilization feet, hydraulic fluids, etc. during construction.***

110-1.3 ***The terms conduit, duct or duct bank shall be considered as a listed raceway of nominally circular cross-sectional area designed to provide physical protection and routing for conductors. Where a requirement of these Contract Documents would be applicable to one, it shall be considered applicable to all combinations of raceways included in this item.***

EQUIPMENT AND MATERIALS

110-2.1 GENERAL.

A. All equipment and materials covered by referenced ***documents*** ~~specifications~~ shall be subject to acceptance through manufacturer's certification of compliance with the applicable ***documents*** ~~specification~~ when so ***specified*** ~~requested~~ by the Engineer.

B. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with ***the Contract Documents*** ~~these specifications~~ and acceptable to the Engineer. Materials supplied and/or installed that do not ***substantially*** ~~materially~~ comply with ***the Contract Documents*** ~~these specifications~~ shall be removed, when directed by the Engineer, and replaced with materials~~,~~ which do comply with ***the Contract Documents*** ~~these specifications~~, at the sole cost of the Contractor.

C. All materials and equipment used to construct this item shall be submitted to the Engineer for ***acceptance*** ~~approval~~ prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products***, catalog numbers*** or models applicable to this project. Indicate all optional ***fittings and accessories*** ~~equipment~~ and delete non-pertinent data. Submittals for ***conduits and ducts*** ~~components of electrical equipment and systems~~ shall identify the equipment for which they apply on each

submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

D. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the ***Contract Documents*** ~~plans and specifications~~. ***All submittals shall comply with Item L-106 "Submittals, Record Documents and Maintenance Manuals" and other requirements of the Contract Documents. Where other parts of the Contract Documents apply, the stricter section shall govern.*** ~~[The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section.]~~ The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, ~~specified herein~~ ***shown in the Contract Documents***.

E. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of ~~at least~~ twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, ***including incidental repair costs such as pavement replacement, all at*** with no additional cost to the Owner.

F. ***The crew mix for work performed within Item L-110 shall be one licensed journeyman electrician for each three apprentices/helpers.***

110-2.2 STEEL CONDUIT. Rigid galvanized steel conduit and fittings shall be hot dipped galvanized inside and out and conform to the requirements of Underwriters Laboratories Standard 6, 514B, and ~~1242~~ ***for those applications described in Article 344 of the current National Electrical Code.***.

110-2.3 PLASTIC CONDUIT. Plastic conduit and fittings-shall conform to the requirements of Fed. Spec. WC-1094, Underwriters Laboratories Standards UL-651 and Article 347 of the current National Electrical Code ***and*** shall be one of the following, as shown ~~on the plans~~ ***in the Contract Documents***:

~~A. Type I Schedule 40 PVC suitable for underground use either direct-buried or encased in concrete.~~

B. Type II–Schedule 40 PVC suitable for either above ground or underground use. ***Plastic conduit and fittings shall be Type II (Schedule 40 and Schedule 80 where noted) heavy-wall polyvinylchloride (PVC) conduit listed by an independent testing laboratory for above ground exposed, underground concrete encased (CE) and underground direct earth burial (DEB) applications as described in Article 352 of the current National Electrical Code.***

The type of adhesive shall be as recommended by the conduit/fitting manufacturer. ***All joints shall be solvent welded in accordance with the recommendation of the manufacturer. The plastic conduit, fittings, spacers, expansion joints and joint adhesive/solvent shall be products of one manufacturer to assure compatibility.***

110-2.4 SPLIT CONDUIT. Split conduit shall be pre-manufactured for the intended purpose and shall be ~~made of steel or plastic~~ ***Schedule 40 PVC, interlocking type as manufactured by Carlon or accepted equivalent.***

110-2.5 CONDUIT SPACERS. Conduit spacers shall be prefabricated interlocking units manufactured for the intended purpose. They shall be of double wall construction made of high grade, high density polyethylene complete with interlocking cap and base pads, They shall be designed to accept No. 4 reinforcing bars installed vertically.

110-2.6 CONCRETE. Concrete shall conform to Item P-610, Structural Portland Cement Concrete, ***or accepted FDOT Class II equivalent,*** using ~~[-]~~ ***1*** inch maximum size coarse aggregate ***(FDOT #57 stone)*** with a minimum 28 day compressive strength of ~~[-]~~ ***3,400*** PSI. Where reinforced duct banks are specified, reinforcing steel shall conform to ASTM A 615 Grade 60. Concrete and reinforcing steel are incidental to the respective pay item of which they are a component part.

High early strength P-610 concrete will be required for use with ducts, conduits, base cans and other work as directed by the Engineer, in existing operational areas and within the safety areas of operational pavement to comply with the project phasing and scheduling requirements, and where the pavement is required to open to aircraft at the end of the designated work period. The extra cost for the high early strength P-610 concrete shall be considered incidental to the respective pay item of which it is a component part.

110-2.7 FLOWABLE BACKFILL. ***Where specified,*** flowable material used to back fill conduit and duct bank trenches shall conform to the requirements of Item P-153 "Controlled Low Strength Material" ***or accepted FDOT Non-Excavatable Flowable Fill (125 psi minimum), FDOT Specification Section 121 "Standard Specification for Road and Bridge Construction" or equivalent.***

110-2.8 DETECTABLE WARNING TAPE. Plastic, detectable, color as noted ~~magnetic~~ ***warning*** tape shall be polyethylene film with a metallized foil core and shall be ~~4~~ ~~6~~ ***3*** inches (75~~-150~~ MM) wide. Detectable ***warning*** tape is incidental to the respective bid item. ***The tape shall continuously read "CAUTION - ELECTRIC LINE BELOW", red; "CAUTION - COMMUNICATION LINE BELOW", orange; "CAUTION - WATER LINE BELOW", blue; "CAUTION - FUEL LINE BELOW", yellow; or color and message as applicable to the utility. The tape shall be as manufactured by Reef Industries, Inc., or accepted equivalent. Color code used shall comply with American Public Works Association (APWA) Uniform Color Code.***

110-2.9 ***ELBOWS. All elbows and bends used in PVC duct system with less than a 12 foot radius shall be rigid galvanized steel conduit coated with 10 mil of asphalt sealer or factory bonded PVC cover. When using PVC coated RGS conduit, care shall be exercised not to damage the factory PVC coating. Damaged PVC coating shall be repaired per the manufacturer's written instructions. Any exposed galvanizing or steel shall be coated with 10 mil of asphalt sealer. Field bending of PVC ducts using open flame devices is strictly prohibited.***

110-2.10 ***DIRECTIONAL BORE DUCTS. Directional bored ducts shall be installed in accordance with Item L-110 and L-110S-02310. No separate payment will be made for directional bore duct. Directional bore duct shall be considered a component part of the respective L-110 concrete encased duct pay item. The directional bored HDPE duct shall "rest" for 48 hours after installation prior to the installation of any couplings or fittings. Couplings and fittings shall be installed in STRICT accordance with the manufacturer's recommendations and instructions.***

110-2.11 ***PAVEMENT REINFORCEMENT MESH. Pavement reinforcement mesh shall be GlasPave 25 brand as manufactured by Saint Gobain Technical Fabrics, GlasPave 25 brand as manufactured by Tensar International Corp. or accepted equivalent. The furnishing and***

installation of the pavement reinforcement mesh shall be considered incidental to the respective pay item of which it is a component part. Installation of pavement reinforcement mesh is not required where asphalt rubber membrane interlayer (ARMI) is installed.

CONSTRUCTION METHODS

110-3.1 GENERAL.

A. The Contractor shall install underground duct banks and conduits at the approximate locations indicated ***in the Contract Documents*** ~~on the plans~~. The Engineer shall indicate specific locations as the work progresses, if required to differ from the ***Contract Documents*** ~~plans~~. Duct banks and conduits shall be of the size, material, and type indicated ***in the Contract Documents*** ~~on the plans or specifications~~. Where no size is indicated ***in the Contract Documents*** ~~on the plans or in the specifications~~, conduits shall be not less than 2 inches (50 mm) inside diameter or comply with the National Electrical Code based on cable to be installed, whichever is larger. All duct bank and conduit lines shall be laid so as to grade toward access points and duct or conduit ends for drainage. Unless shown otherwise ***in the Contract Documents*** ~~on the plans~~, grades shall be at least 3 inches (75 mm) per 100 feet (30 m). On runs where it is not practicable to maintain the grade all one way, the duct bank and conduit lines shall be graded from the center in both directions toward access points or conduit ends~~, with a drain into the storm drainage system.~~ Pockets or traps where moisture may accumulate shall be avoided. No duct bank or underground conduit shall be less than 18 inches below finished grade. Where under pavement, the top of the duct bank shall not be less than 18 inches below the subgrade. ***The depth below finished grade or below top of pavement for 2" conduits between base cans shall be determined by the depth of the base can. Conduits shall drain from base can to base can toward the drain system provided. The conduit system shall promote drainage.***

All work shall be performed in a craftsperson-like manner and in accordance with the Contract Documents, FAA Advisory Circulars and if applicable, local, state and national codes.

There are no approved "repair" procedures, other than complete replacement of the item. Any corrective measures shall be acceptable to the Engineer.

Additional L-867 or L-868 cans (as required) and blank covers shall be added as pull boxes for duct runs of long lengths (generally longer than 500 feet to preclude exceeding the manufacturer's recommended cable pull tension.

B. The Contractor shall mandrel each individual ***new*** conduit ***and each existing conduit to be utilized in the project*** ~~whether the conduit is direct buried or part of a duct bank~~. An iron-shod mandrel, not more than 1/4-inch (6 mm) smaller than the bore of the conduit shall be pulled or pushed through each conduit. The mandrel shall have a leather or rubber gasket slightly larger than the conduit ***cross-sectional area*** ~~hole~~.

C. The Contractor shall swab out all conduits/ducts and clean base can, manhole, pull boxes, etc. interiors IMMEDIATELY PRIOR to pulling cable. Once cleaned and swabbed the base cans, manhole, pull boxes, etc. and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, base cans, manholes, etc. is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be recleaned at the Contractor's expense. All accessible points shall be kept closed when

not installing cable. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the Engineer of any blockage in the existing ducts.

D. For pulling the permanent wiring, each individual conduit, ~~whether the conduit is direct-buried or part of a duct bank~~, shall be provided with a 200 pound test polypropylene pull rope. The ends shall be secured and sufficient length shall be left in access points to prevent it from slipping back into the conduit. Where spare conduits are installed, as indicated ***in the Contract Documents*** ~~on the plans~~, the open ends shall be plugged***/capped as required by the Contract Documents*** ~~with removable tapered plugs, designed for this purpose~~.

E. All conduits shall be securely fastened in place during construction and shall be plugged to prevent contaminants from entering the conduits. Any conduit section having a defective joint shall not be installed. Ducts shall be supported and spaced apart using ***accepted*** ~~approved~~ spacers at intervals not to exceed 5 feet.

F. Unless otherwise shown ***in the Contract Documents*** ~~on the plans~~, concrete encased duct banks shall be utilized ~~when crossing under pavements expected to carry aircraft loads~~ ***for all duct installations***

G. Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored.

H. Trenches for conduits and duct banks may be excavated manually or with mechanical trenching equipment unless in pavement, in which case they shall be excavated with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of shoulder surface is disturbed. Blades of graders shall not be used to excavate the trench.

I. When rock is encountered, the rock shall be removed to a depth of at least 3 inches below the required conduit or duct bank depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch sieve. ***P-153*** Flowable backfill may alternatively be used The Contractor shall ascertain the type of soil or rock to be excavated before bidding. All such rock removal shall be performed ***in accordance with*** ~~and paid for under~~ Item P-152.

J. Underground electrical warning (caution) tape shall be installed in the trench above all underground duct banks and conduits ~~in unpaved areas~~. Contractor shall submit a sample of the proposed warning tape for ***acceptance*** ~~approval~~ by the Engineer. If not shown ***in the Contract Documents*** ~~on the plans~~, the warning tape shall be located ***eight inches below finished grade*** ~~six inches above the duct/conduit or the counterpoise wire if present~~.

K. Joints in plastic conduit shall be prepared in accordance with the manufacturer's recommendations for the particular type of conduit. Plastic conduit shall be prepared by application of a plastic cleaner and brushing a plastic solvent on the outside of the conduit ends and on the inside of the couplings. The conduit fitting shall then be slipped together with a quick one quarter turn twist to set the joint tightly. Where more than one conduit is placed in a single trench, or in duct banks, joints in the conduit shall be staggered a minimum of 2 feet.

L. Changes in direction of runs exceeding 10 degrees, either vertical or horizontal, shall be accomplished using manufactured sweep bends.

M. Whether or not specifically indicated ***in the Contract Documents*** ~~on the drawings~~, where the soil encountered at established duct bank grade is an unsuitable material, as determined by the Engineer, the unsuitable material shall be removed in accordance with Item P-152 and replaced with suitable material. Alternatively, additional duct bank supports that are adequate and stable shall be installed, as ~~approved~~ ***accepted*** by the Engineer.

N. All excavation ***including rock, concrete, etc.*** shall be unclassified and shall be considered incidental to the respective L-110 pay item of which it is a component part. Dewatering necessary for duct installation, erosion and turbidity control, in accordance with Federal, State, and Local requirements is incidental to its respective pay item as a part of Item L-110. The cost of all excavation ***and backfill*** regardless of type of material encountered, shall be included in the unit price bid for the L-110 Item.

O. Unless otherwise specified, excavated materials that are deemed by the Engineer to be unsuitable for use in backfill or embankments shall be removed and disposed of off site.

P. Any excess excavation shall be filled with suitable material ~~approved~~ ***accepted*** by the Engineer and compacted in accordance with item P-152.

Q. It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cable(s) cross proposed installations, the Contractor shall insure that these cable(s) are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified ***in the Contract Documents*** ~~on the plans~~. Installation of new cable where such crossings must occur shall proceed as follows:

1. Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred

2. Trenching, etc., in cable areas shall then proceed with approval of the Engineer, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

R. In the event that any previously identified cable is damaged during the course of construction, the Contractor shall ***immediately notify the Engineer and*** be responsible for the complete repair.

S. ***All loose materials shall be removed from all excavations for electrical items. The bottom of the excavation shall be compacted to the following criteria:***

SOIL TYPE	*DESIGN AIRCRAFT GROSS WEIGHT*	*TEST STANDARD*	*UNDER PAVEMENT*	*IN TURF*
<30% RETAINED ON ¾" SIEVE	*>60,000 LBS*	*ASTM D1557*	*100%*	*95%*
<30% RETAINED ON ¾" SIEVE	*≤60,000 LBS*	*ASTM D698*	*100%*	*98%*
>30% RETAINED ON ¾" SIEVE	*>60,000 LBS*	*AASHTO T-180*	*100%*	*95%*

>30% RETAINED ON ¾" SIEVE	*≤60,000 LBS*	*AASHTO T-99*	*100%*	*95%*

Backfill shall comply with the same compaction requirements.

T. ***All pavement surfaces that are to have ducts installed therein shall be neatly saw cut to form a vertical face. All excavation shall be included in the contract unit price for the duct. Milling of existing pavements shall be as shown in the Contract Documents. Saw cutting and milling operations for conduit installation shall be considered incidental to the respective pay item of which it is a component part.***

U. ***When existing cables are to be placed in split duct encased in concrete, the cable shall be carefully located and exposed by hand. Prior to being placed in split duct, the Engineer shall be notified so that he may inspect the cable and determine that it is in good condition. Where required, split duct shall be installed as shown in the Contract Documents or as required by the Engineer.***

V. ***The pavement reinforcement mesh shall be installed at the location shown in the Contract Documents. Install pavement reinforcement mesh in strict accordance with the manufacturer's instructions. The pavement reinforcement mesh shall extend a minimum of one foot beyond the edges of the material/paving interfaces in both longitudinal and lateral directions.***

W. ***For existing duct banks located in milled asphalt that are uncovered during construction, the Contractor shall:***

1. ***Determine the amount of concrete cover over the duct and advise the Owner.***

2. ***Mill the concrete duct encasement with the asphalt.***

3. ***Install pavement reinforcement mesh over the duct in accordance the paragraph above.***

4. ***The installation of pavement reinforcement mesh shall be considered incidental to the duct pay items provided. The milling shall be considered incidental to the respective milling pay item.***

X. ***All concrete and flowable fill used for this item shall be completely consolidated and contain no voids. The Contractor shall consolidate the concrete by mechanical means. All concrete and/or flowable fill exposed or placed within the paving base materials shall be finished smooth with a steel trowel and broom finished where it becomes a part of the finished surface.***

110-3.2 ~~DUCT BANKS~~ *CONDUITS WITH CONCRETE ENCASEMENT.*

A. Unless otherwise shown in the ***Contract Documents*** ~~plans~~, duct banks shall be installed so that the top of the concrete envelope is not less than 18 inches (45 cm) below the bottom of the base or stabilized base course layers where installed under runways, taxiways, aprons, or other paved areas, and not less than 18 inches (45 cm) below finished grade where installed in unpaved areas.

B. Unless otherwise shown ***in the Contract Documents*** ~~on the plans~~, duct banks under paved areas shall extend at least ~~3~~ ***5*** feet (~~90~~ ***150*** cm) beyond the edges of the pavement or ~~3~~ ***5*** feet (~~90~~ ***150*** cm) beyond any underdrains that may be installed alongside the paved area, ***whichever is greater.*** Trenches for duct banks shall be opened the complete length before concrete is placed so that if any obstructions are encountered, proper provisions can be made to avoid them. Unless otherwise shown ***in the Contract Documents*** ~~on the plans~~, all duct banks shall be placed on a layer of concrete not less than 3 inches (75 mm) thick prior to its initial set. Where two or more conduits in the duct bank are intended to carry conductors of equivalent voltage insulation rating, the Contractor shall space the conduits not less than ~~1-1/2~~ ***2*** inches (~~37~~ ***50*** mm) apart (measured from outside wall to outside wall). Where two or more conduits in the duct bank are intended to carry conductors of differing voltage insulation rating, the Contractor shall space the conduits not less than 3 inches apart (measured from outside wall to outside wall). All such multiple conduits shall be placed using conduit spacers applicable to the type of conduit. As the conduit laying progresses, concrete shall be placed around and on top of the conduits not less than 3 inches (75 mm) thick unless otherwise shown ***in the Contract Documents*** ~~on the plans~~. End bells or couplings shall be installed flush with the concrete encasement at access points.

C. Conduits forming the duct bank shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches to anchor the assembly into the earth prior to placing the concrete encasement. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5 foot intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the Engineer for review prior to use.

D. When specified, the Contractor shall reinforce the bottom, side and top of encasements with steel reinforcing mesh or fabric or other ~~approved~~ ***acceptable*** metal reinforcement. When directed, the Contractor shall supply additional supports where the ground is soft and boggy, where ducts cross under roadways, or where shown ***in the Contract Documents*** ~~on the plans~~. Under such conditions, the complete duct structure shall be supported on reinforced concrete footings, piers, or piles located at approximately 5 foot (150 cm) intervals.

E. All pavement surfaces that are to have ducts installed therein shall be neatly saw cut to form a vertical face. All excavation shall be included in the contract with price for the duct.

F. Install a plastic, detectable, color as noted, ***3*** ~~4-6~~ inch (75-~~150~~ mm) wide ***warning*** tape 8 inches (200 mm) minimum below grade above all underground conduit or duct lines not installed under pavement. ***The tape shall be installed flat/horizontally such that the tape presents the most visible and perceptible appearance in the sole opinion of the Engineer.***

G. When existing cables are to be placed in split duct, encased in concrete, the cable shall be carefully located and exposed by hand ~~tools~~. Prior to being placed in duct, the Engineer shall be notified so that he may inspect the cable and determine that it is in good condition. Where required, split duct shall be installed as shown ***in the Contract Documents*** ~~on the drawings~~ or as required by the Engineer.

H. ***All construction joints in concrete encased ducts shall have steel dowels as shown in the Contract Documents evenly spaced and installed at the joint. The dowels shall be deformed steel reinforcing bars sized as noted in the Contract Documents, with 1/2 of the length embedded in the plastic concrete of the initial pour. The dowels shall be securely aligned to maintain their function for the subsequent pour.***

110-3.3 CONDUITS WITHOUT CONCRETE ENCASEMENT.

A. Trenches for single-conduit lines shall be not less than 6 inches (150 mm) nor more than 12 inches (300 mm) wide, and the trench for 2 or more conduits installed at the same level shall be proportionately wider. Trench bottoms for conduits without concrete encasement shall be made to conform accurately to grade so as to provide uniform support for the conduit along its entire length.

B. Unless otherwise shown ***in the Contract Documents*** ~~on the plans~~, a layer of fine earth material, at least 4 inches (100 mm) thick (loose measurement) shall be placed in the bottom of the trench as bedding for the conduit. The bedding material shall consist of soft dirt, sand or other fine fill, and it shall contain no particles that would be retained on a 1/4-inch (6 mm) sieve. The bedding material shall be tamped until firm. Flowable backfill may alternatively used.

C. Unless otherwise shown ***in the Contract Documents*** ~~on plans~~, conduits shall be installed so that the tops of all conduits are at least 18 inches (45 cm) below the finished grade.

D. When two or more individual conduits intended to carry conductors of equivalent voltage insulation rating are installed in the same trench without concrete encasement, they shall be spaced not less than 2 inches (50 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches (150 mm) apart in a vertical direction. Where two or more individual conduits intended to carry conductors of differing voltage insulation rating are installed in the same trench without concrete encasement, they shall spaced not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches (150 mm) apart in a vertical direction.

E. Trenches shall be opened the complete length between normal termination points before conduit is installed so that if any unforeseen obstructions are encountered, proper provisions can be made to avoid them.

F. Conduits shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches to anchor the assembly into the earth while backfilling. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5 foot intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the Engineer for review prior to use.

G. ***Install a plastic, detectable, color as noted, 3 inch (75 mm) wide warning tape 8 inches (200 mm) minimum below grade above all underground conduit or duct lines not installed under pavement. The tape shall be installed flat/horizontally such that the tape presents the most visible and perceptible appearance in the sole opinion of the Engineer.***

110-3.4 MARKERS.

A. The location of each end and of each change of direction of conduits and duct banks shall be marked ***at 200 foot maximum intervals along the duct run*** by a concrete slab marker 2 feet (60 cm) square and ~~4~~-6 inches (~~100~~-150 mm) thick extending approximately 1 inch (25 mm) above the surface. The markers shall also be located directly above the ends of all conduits or duct banks, except where they terminate in a ***base can, manhole,*** junction/access structure or building.

B. The Contractor shall impress the word "DUCT", ***"END OF DUCT"*** or "CONDUIT" ***as required by the Engineer,*** on each marker slab. The Contractor shall also impress on the slab the

number and size of conduits beneath the marker along with all other necessary information as determined by the Engineer. The letters shall be 4 inches (100 mm) high and 3 inches (75 mm) wide with width of stroke 1/2-inch (12 mm) and 1/4-inch (6 mm) deep or as large as the available space permits. Furnishing and installation of duct markers is incidental to the respective duct pay item. ***Stencils shall be used for all lettering. No hand lettering is allowed.***

110-3.5 BACKFILLING FOR CONDUITS *WITHOUT CONCRETE ENCASEMENT.*

A. For conduits, 8 inches (200 cm) of sand, soft earth, or other fine fill (loose measurement) shall be placed around the conduits ducts and carefully tamped around and over them with hand tampers. The remaining trench shall then be backfilled and compacted in accordance with Item P-152 "Excavation and Embankment" except that material used for back fill shall be select material not larger than 4 inches in diameter.

B. Flowable backfill may alternatively be used.

C. Trenches shall not contain pools of water during back~~,~~-filling operations.

D. The trench shall be completely backfilled and tamped level with the adjacent surface: except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

E. Any excess excavated material shall be removed and disposed of in accordance with instructions issued by the Engineer.

110-3.6 BACKFILLING FOR DUCT BANKS *WITH CONCRETE ENCASEMENT.*

A. ***Under paved areas, after the concrete encased ducts have been properly installed and the concrete has had time to cure the trench shall be backfilled as described below and in accordance with the paving requirements of the Contract Documents. In addition to the requirements of P-152, where duct banks are installed under pavement, one moisture/density test per lift shall be made for each 250 linear feet of duct bank or one work period's construction, whichever is less.***

B. ***In turfed areas,*** after the concrete has cured, the remaining trench shall be backfilled and compacted in accordance with Item P-152 "Excavation and Embankment" except that the material used for backfill shall be select material not larger than 4 inches in diameter. ~~In addition to the requirements of P-152, where duct banks are installed under pavement, one moisture/density test per lift shall be made for each 250 linear feet of duct bank or one work period's construction, whichever is less.~~

C. ***P-153,*** Flowable backfill may ~~alternatively~~ be used ***as an alternative backfill method to meet the requirements of paragraph A. In addition, where called for in the Contract Documents P-153 shall be used as the exclusive backfill to the subgrade line.***

D. Trenches shall not contain pools of water during backfilling operations.

E. The trench shall be completely backfilled and tamped level with the adjacent surface: except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

F. Any excess excavated material shall be removed and disposed of ***off site or*** in accordance with instructions issued by the Engineer.

110-3.7 RESTORATION. Where sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by the work shall be restored to its original condition. The restoration shall include **sodding, topsoiling, fertilizing *and* liming** ~~**[seeding] [sprigging] [mulching]** shown on the plans~~ ***as required by the Contract Documents.*** The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. All restoration shall be considered incidental to the respective L-110 pay item.

110-3.8 ***DUCT EXTENSION TO EXISTING DUCTS. Where existing ducts are to be extended, the duct extension shall be concrete encased plastic conduit. The fittings to connect the ducts together shall be standard manufactured connectors designed and listed for the purpose. The duct extensions shall be installed according to the concrete encased duct detail and as shown on the Contract Documents. Existing ducts to be extended shall have both ends exposed and shall be mandreled to determine the existing duct's acceptability for use. This work is incidental to the respective pay item for new duct.***

110-3.9 ***CONDUIT PITTING LUBRICANT. Thomas and Betts Kopr-Shield or accepted equivalent shall be applied to all steel metallic thread type fittings for underground conduits.***

110-3.10 ***OPERATION AND MAINTENANCE MANUALS. The Contractor shall provide data for all equipment, material and components supplied or furnished under this section in the Operation and Maintenance Manuals. This data shall include cut sheets from the manufacturer, the manufacturer's installation instructions, any required test results or certifications and other data as required by Item L-106. The Manuals shall be in accordance with Item L-106. Final payment for any contract amounts shall not be processed without proper submittal of these manuals and review and acceptance by the Engineer.***

METHOD OF MEASUREMENT

110-4.1 Underground conduits and duct banks shall be measured by the linear ***foot*** ~~**feet**~~ (meter) of conduits and ***multiway*** duct banks installed, including encasement, locator tape, trenching and backfill ~~**with designated, resolution, and for**~~ drain lines, ***and*** the termination at the ***base can, manhole,*** ~~**drainage**~~ structure, ***junction plaza or building*** all measured in place, completed, and accepted. Separate measurement shall be made for the various ***combinations,*** types and sizes.

110-4.2 Split duct shall be measured and paid for by the individual linear foot. For example 25 feet of 1 way 4" split duct would be paid as 25 linear feet of 4" split duct. 25 feet of 4 way 4" split duct would be paid for as 100 linear feet of 4" split duct. Inner duct will be measured by the linear foot.

BASIS OF PAYMENT

110-5.1 Payment will be made at the contract unit price per linear foot for each type and size of, conduit and duct bank completed and accepted, including trench and backfill with the designated material, and, for drain lines, the termination at the drainage structure. ***Duct shall be paid for within the multi-way combinations provided in the pay items.*** This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for

all labor, equipment, tools, and incidentals necessary ***including but not limited to, duct, couplings, elbows, end bells, inner duct, spacers, concrete, rebar, pavement reinforcement mesh, detectable warning tape, dewatering, excavating, backfill, topsoil, sodding and pavement restoration, where required*** to complete this item in accordance with the provisions and intent of the ***Contract Documents*** ~~plans and specifications~~ ***and to the satisfaction of the Engineer.***

110-5.2 No separate payment will be made for directional bore duct. Directional bore duct shall be considered a component part of the respective L-110 concrete encased duct pay item.

110-5.3 Split duct work includes all materials, supervision, labor, transportation and services required to hand excavate existing utilities, adjust to new grade, furnish and install concrete encased split duct, excavation, backfill, site restoration and all incidentals required to provide complete utility protection to the satisfaction of the Engineer.

A. Payment will be made under:

~~Item L-110-5.1 Electrical Duct Bank, [# and Size] per linear foot (meter)~~

~~Item L-110-5,2 Electrical Conduit [# and size] per linear foot (meter)~~

Item L-110-1	***1 Way 2" Schedule 40 PVC Concrete Encased Duct – per linear foot.***
Item L-110-2	***1 Way 2" Schedule 40 PVC Direct Buried Duct – per linear foot.***
Item L-110-3	***2 Way 2" Schedule 40 PVC Direct Buried Duct – per linear foot.***
Item L-110-4	***1 Way 4" PVC Split Duct Concrete Encased – per linear foot.***

MATERIAL REQUIREMENTS

Fed.Spec.W-C-1094	Conduit and Conduit Fittings; Plastic, Rigid (cancelled; replaced by UL 514 Boxes, Nonmetallic Outlet, Flush Device Boxes, & Covers, and UL 651 Standard for Conduit & Hope Conduit, Type EB & A Rigid PVC)
Underwriters Laboratories Standard 6	Rigid Metal Conduit
Underwriters Laboratories Standard 514B	Fittings for Cable and Conduit
Underwriters Laboratories Standard 1242	Intermediate Metal Conduit

Underwriters Laboratories Standard 651	Schedule 40 and 80 Rigid PVC Conduit (for Direct Burial)
Underwriters Laboratories Standard 651A	Type EB and A Rigid PVC Conduit and HDPE Conduit (for concrete encasement)

END OF ITEM L-110

ITEM L-110S-02310

INSTALLATION OF UNDERGROUND ELECTRICAL DIRECTIONAL BORE DUCT

GENERAL

02310-1.1 SECTION INCLUDES.

A. The work specified in this section consists of furnishing and installing underground utilities using the method of installation commonly referred to as directional boring. This work shall include all supervision, services, equipment, materials, labor, area restoration, environmental protection and incidentals for the complete and functional installation of the directional bore duct as shown in the Contract Documents. A #2 AWG solid copper counterpoise conductor shall be installed with and external to the directional bore duct. Quantity of counterpoise shall be per the details. #2 AWG solid copper counterpoise shall be paid for by the linear foot in accordance with Item L-108.

02310-1.2 RELATED DOCUMENTS AND SECTIONS.

A. Item L-110; Airport Underground Electrical Duct Banks and Conduits.

B. Section 555; Directional Bore - FDOT Specifications for Road and Bridge Construction.

02310-1.3 SUBMITTALS.

A. Work Plan: Prior to beginning work, the Contractor shall submit to the Engineer a general work plan outlining the procedure and schedule to be used to execute the work task. Plan shall document the thoughtful planning required to successfully complete the work.

B. Demonstration of compliance with Item L-110 and FDOT Section 555.

C. Equipment: Contractor shall submit specifications on directional drilling equipment to be used in the work to ensure that the equipment will be adequate to complete the project.

D. Material: Specifications on material to be used shall be submitted to Engineer. Material shall include the pipe, conduit, fittings, splicing/coupling method, means of transition from HDPE to PVC and any other item, which is to be an installed component of the project.

02310-1.4 WARRANTY.

A. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

EQUIPMENT REQUIREMENTS

02310-2.1 GENERAL.

A. The directional drilling equipment shall consist of a directional drilling rig of sufficient capacity to perform the bore and pullback the pipe, a drilling fluid mixing and delivery system of sufficient capacity to successfully complete the crossing, a guidance system to accurately guide boring operations and trained and competent personnel to operate the system. All equipment shall be in good, safe operating condition with sufficient supplies, materials and spare parts on hand to maintain the system in good working order for the duration of the project.

02310-2.2 GUIDANCE SYSTEM.

A. The guidance system shall be of a proven type and shall be setup and operated by personnel trained and experienced with this system. The Operator shall be aware of any magnetic anomalies and shall consider such influences in the operation of the guidance system if using a magnetic system.

B. The locating and tracking system must provide information on:

1. Clock and pitch information.
2. Depth.
3. Transmitter temperature.
4. Battery status.
5. Position (x,y).
6. Azimuth, where direct overhead readings (walkover) are not possible (i.e. subaqueous or limited access transportation facility).
7. Ensure proper calibration of all equipment before commencing directional drilling operation.

C. Take and record alignment readings or plot points such that elevations on top of and offset dimensions from the center of the product to a permanent fixed feature are provided. Such permanent fixed feature must have prior approval of the Engineer. Provide elevations and dimensions at all bore alignment corrections (vertical and horizontal) with a maximum distance of 5 feet between points. Provide additional points when requested by the Engineer. Provide a sufficient number of elevations and offset distances to accurately plot the vertical and horizontal alignment of the installed product.

02310-2.3 CONDUIT/DUCT.

A. The directional bore conduit/duct shall be Carlon Electrical UL Listed Schedule 80 HDPE conduit or accepted equivalent. All duct connections shall be made by electrofusion coupling splicing, 8" minimum length Morris Compression coupling, Carlon Universal Aluminum Coupling, Carlon HDPE to PVC transition coupling or accepted equivalent.

B. Splices and couplings shall be permitted only where connection to conventionally installed ducts or manholes are required.

C. The HDPE duct shall be properly reamed prior to assembly.

02310-2.4 CONCRETE.

A. Concrete shall be P-610 or FDOT Class II concrete with 1 inch maximum size coarse aggregate (FDOT #57 stone) with a minimum 28 day compressive strength of 3,400 PSI or equivalent. Where reinforced duct banks are specified, reinforcing steel shall conform to ASTM A 615 Grade 60. Concrete and reinforcing steel are incidental to the respective pay item of which they are a component part.

B. High early strength P-610 concrete will be required for use with ducts, conduits, base cans and other work as directed by the Engineer, in existing operational areas and within the safety areas of operational pavement to comply with the project phasing and scheduling requirements and where the pavement is required to open to aircraft at the end of the designated work period. The extra cost for the high early strength P-610 concrete shall be considered incidental to the respective pay item of which it is a component part.

02310-2.5 COPPER COUNTERPOISE WIRE.

A. The #2 AWG solid copper counterpoise wire shall comply with Item L-108. The #2 AWG solid copper counterpoise wire shall be installed with and externally to the directionally bored duct.

EXECUTION

02310-3.1 GENERAL.

a. The Engineer shall be notified 48 hours in advance of starting work. The Directional Bore shall not begin until the Engineer is present at the job site and agrees that proper preparations for the operation have been made. The Engineer's approval for beginning the installation shall in no way relieve the Contractor of the ultimate responsibility for the satisfactory completion of the work as authorized under the Contract.

02310-3.2 BORING PATH REPORT.

A. Furnish a bore path report to the Engineer within seven days of the completion of each bore path. Include the following in the report:

1. Location of project and financial project number including the permit number when assigned.
2. Name of person collecting data, including title, position and company name.
3. Investigation site location (Contract plans station number or reference to a permanent structure within the project right-of-way).
4. Identification of the detection method used.
5. Elevations and offset dimensions as required in 02310-2.2.

B. Provide as-built plans to the Engineer in accordance with FDOT 555-6.

02310-3.3 SPLICING, COUPLING AND TERMINATION.

A. The HDPE duct shall "relax" for 48 hours after installation prior to splicing, coupling or termination.

B. Only Engineer accepted methods shall be used to splice, couple or terminate the HDPE or PVC duct.

C. All splicing, coupling and termination of HDPE or PVC ducts shall be performed and completed in strict accordance with the manufacturer's instructions and recommendations.

METHOD OF MEASUREMENT

02310-4.1 METHOD OF MEASUREMENT.

A. The items described in this item are incidental to other items and shall not be measured for payment.

BASIS OF PAYMENT

02310-5.1 BASIS OF PAYMENT.

A. No direct payment shall be made for the work described in this item. All directional bore costs shall be considered incidental to the respective L-108 or L-110 pay items.

END OF ITEM L-110S-02310

ITEM L-111

AIRFIELD ELECTRICAL INSTALLATION TESTING COVER

Specification L-111, Airfield Electrical Installation Testing is not an FAA Standard for Specifying Construction of Airports from AC 150/5370-10E.

There is no current FAA Construction specification applicable to this work. The focus of this document is on the required testing of the airfield lighting electrical system. Some testing exceeds FAA minimum requirements, but has been demonstrated necessary by deficiencies discovered in previous projects after the minimum testing was performed. The testing requirements insure the sponsor receives a quality product.

ITEM L-111

AIRFIELD ELECTRICAL INSTALLATION TESTING

DESCRIPTION

111-1.1 GENERAL

A. This item shall consist of performing all tasks necessary to prove proper performance of electrical and airfield lighting systems. Airfield lighting systems include airfield signage systems, approach lighting systems and other associated NAVAIDS.

B. Drawings, general provisions and special provisions of the Contract Documents, including Contractual Conditions and Division 1 Specification sections apply to this Item.

C. This section describes the electrical quality control testing furnished by the Contractor. The Contractor shall provide all testing as required by this item, including retesting of failed items. All items furnished and/or installed by the Contractor shall be tested in accordance with this item.

D. The Contractor shall provide for all electrical testing to confirm that the installations associated with this project comply with the Contract Documents.

E. The Contractor shall furnish all equipment, labor, supervision, transportation, materials and appliances necessary or required for testing the airport lighting systems before and after installation. 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 to the pay item for the respective item being tested.

F. Any system installation errors or discrepancies of installation not in conformance with the Contract Documents shall be corrected at no additional cost to the Owner. Equipment, cables and other components which do not satisfy the test requirements of this Item shall be removed and replace with new equipment, cables and other components which do satisfy the requirements of this item with no additional cost to the Owner. Any necessary retesting shall be performed at no additional cost to the Owner.

G. There are no approved "repair" procedures for items that have failed testing other than complete replacement. The Contractor shall replace all items that may be damaged during testing at no additional cost to the Owner.

H. Weather information necessary to complete the testing forms may be obtained from the listed website http://www.faa.gov/airports_airtraffic/weather/asos/ by double clicking on the respective state and airport ID.

EQUIPMENT AND MATERIALS

111-2.1 SUBMITTALS

A. Materials and equipment covered by this item shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer. All equipment, materials, methods and record keeping procedures shall be submitted to the Engineer for review.

B. The submittal shall include a list of the proposed test and measurement equipment to be used, the test and measurement equipment serial number, the current calibration certificate for each piece of equipment and a written description of the proposed test. A copy of the test and measurement equipment manufacturer's recommended test procedure is acceptable as a written description of the proposed test.

C. Submit a proposed field test plan, 60 days prior to testing the installed system. No field test shall be performed until the test plan is approved. The test plan shall consist of complete field test procedures including tests to be performed, test equipment required, and tolerance limits. The Contractor shall submit a complete list of required tests and a proposed schedule and duration of the tests. The schedule shall be integrated with the overall project schedule. The Contractor shall update the testing schedule on a monthly basis for the duration of the project.

D. All test results shall be submitted in the Operation and Maintenance (O&M) Manual. See Item L-106 for submittal requirements.

E. The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

111-2.2 SAFETY

A. Dangerous voltages are present during the system testing. The Contractor is solely responsible for the safety of all personnel involved in the testing activities and shall ensure that all testing areas are secured to prevent the entry of unqualified personnel.

B. Observe all safety instructions or precautions recommended by testing equipment manufacturer.

C. The Contractor shall perform a "Hazard/Risk Evaluation" of each test site and procedure. The Contractor shall provide a job briefing and install the necessary barriers and barricades at the respective approach boundaries prior to starting the testing.

D. The Contractor shall provide and use safety devices such as rubber gloves, protective barriers, and danger signs to protect and warn personnel in the test vicinity. The Contractor shall replace any device or equipment which is damaged due to improper test procedures or handling.

E. In addition to compliance with the Contractors safety program, the Contractor shall comply with the following documents/programs:

1.	OSHA, 29CFR1910	Occupational Safety and Health Standards
2.	OSHA 29CFR1926	Safety and Health regulations for Construction
3.	NFPA 70B	Recommended Practice for Electrical Equipment Maintenance
4.	NFPA 70E	Standard for Electrical Safety in the Workplace
5.	AC 150/5340-26	Maintenance of Airport Visual Aid Facilities

6. Owner's safety program.

111-2.3 QUALIFICATIONS

A. Each person performing testing shall have a minimum of 5 years of successful experience on similar projects. At least 3 of these years of experience shall have occurred in the last 5 years on projects of comparable size and complexity. Persons performing the testing shall have passed a proctored H.H. Block Journeyman Electrician's exam with 75% grade or better and be a licensed Journeyman Electrician, by the City in which the project is located. Equivalent training and experience may be considered by the Engineer. Documentation demonstrating compliance with these requirements shall be submitted to the Engineer for verification and review before starting the testing. Experience records shall include references (names and phone numbers) from airports where the test procedures have been performed in a satisfactory manner. Only persons whose experience records have been confirmed by the Engineer shall perform testing.

B. The person performing the tests shall be a "qualified person" as defined in NFPA 70E and OSHA 29 CFR 1926.32(l).

C. The person performing the tests shall be thoroughly familiar with the test equipment used in the test performed and shall be sufficiently experienced to detect equipment abnormalities or questionable data obtained during the test procedure.

D. Each piece of test and measurement equipment utilized to demonstrate compliance with the Contract Documents shall be calibrated. The level of calibration shall be *"NIST traceable, Z540 Calibration with Data"*. The test and measurement equipment calibration shall be valid for one year. At any time the Engineer may require the Contractor to have a piece of test and measurement equipment recalibrated. Should the Engineer have any reason to doubt the accuracy of a piece of test and measurement equipment, even within current calibration, the test and measurement equipment shall be removed from the project. The Engineer shall determine which tests shall be redone due to the malfunctioning equipment.

E. The test and measurement equipment calibration lab as a minimum shall meet the requirements of ANSI/NCSL Z-540 and shall be A2LA accredited.

F. Electrical testing of airfield lighting systems shall be performed by a firm with demonstrated capability for field measurement of electrical characteristics of airfield lighting circuits and regulators. The firm shall have experience in evaluating the test results against FAA standards and manufacturers' performance criteria.

111-2.4 TESTING COORDINATION

A. After installation of all required components and before final acceptance, in accordance with project phasing and schedule make required tests to determine proper function of all circuits.

B. Ten days prior to any testing the Contractor shall notify the Engineer of the need to perform testing. A mutually agreed upon time and date for each test will be set. All requirements under this item shall be coordinated with the Engineer.

C. The Contractor shall perform the necessary inspection and tests for some items concurrently with the installation because of subsequent inaccessibility of some components.

D. The Contractor shall ensure that all test and measurement equipment, accessories and qualified personnel are available prior to scheduling tests.

E. Forty-eight (48) hours prior to each test the Contractor shall send the Engineer a written confirmation that the scheduled test will occur at the proposed date and time. Any rescheduling of the test shall be coordinated with the Engineer.

F. The Engineer shall be provided reasonable opportunity to observe all tests. Testing shall not proceed until the Engineer or designated representative is present to observe the testing, or until the Engineer has provided written instruction to proceed with the testing in the Engineer's absence.

G. All test results shall be recorded by the Contractor and witnessed by the Engineer. Test results shall be submitted in the O&M Manuals in accordance with Item L-106.

111-2.5 TEST AND MEASUREMENT EQUIPMENT

A. Electrical test and measurement equipment shall be an off the shelf item, not a one of a kind prototype. The test and measurement equipment shall be manufactured by a firm regularly engaged in the manufacture of precision electrical test and measurement equipment for the industrial, commercial and utility marketplace. Typical accuracy for test equipment shall be $\pm$ 2% of instrument reading and shall be TRUE RMS.

B. The Engineer shall confirm that the test and measurement equipment proposed for use by the Contractor is suitable for the intended use. The Engineer shall have sole discretion to determine if the test and measurement equipment is suitable for the intended use.

C. The ground point for the cable test equipment shall be the vault ground bus. The vault ground bus, vault ground system, airport ground grid and counterpoise system shall be complete prior to cable testing.

CONSTRUCTION METHODS

111-3.1 COUNTERPOISE TESTING

A. Continuity of counterpoise system shall be checked by visual inspection as construction progresses, prior to work being covered up.

B. Verification of counterpoise system continuity shall be checked by visual inspection at accessible locations during normal inspections.

C. Verification of counterpoise system continuity to the vault grounding system shall be tested with a micro-ohmmeter. Micro-Ohmmeter shall be Megger Ductor DLRO-10 or accepted equivalent. Resistance readings shall be corrected to standard temperature.

D. Should the counterpoise or ground grid conductors be damaged or are suspected to be damaged by construction activities (in the opinion of the Engineer) the Contractor shall test the conductors for continuity with a micro-ohmmeter. The conductors shall be isolated such that there is no parallel path. Alternatively the Contractor may conduct tests and through mathematical computations prove the continuity of the conductors.

E. Investigate unsatisfactory results and make necessary corrections or replacements as required by the Contract Documents.

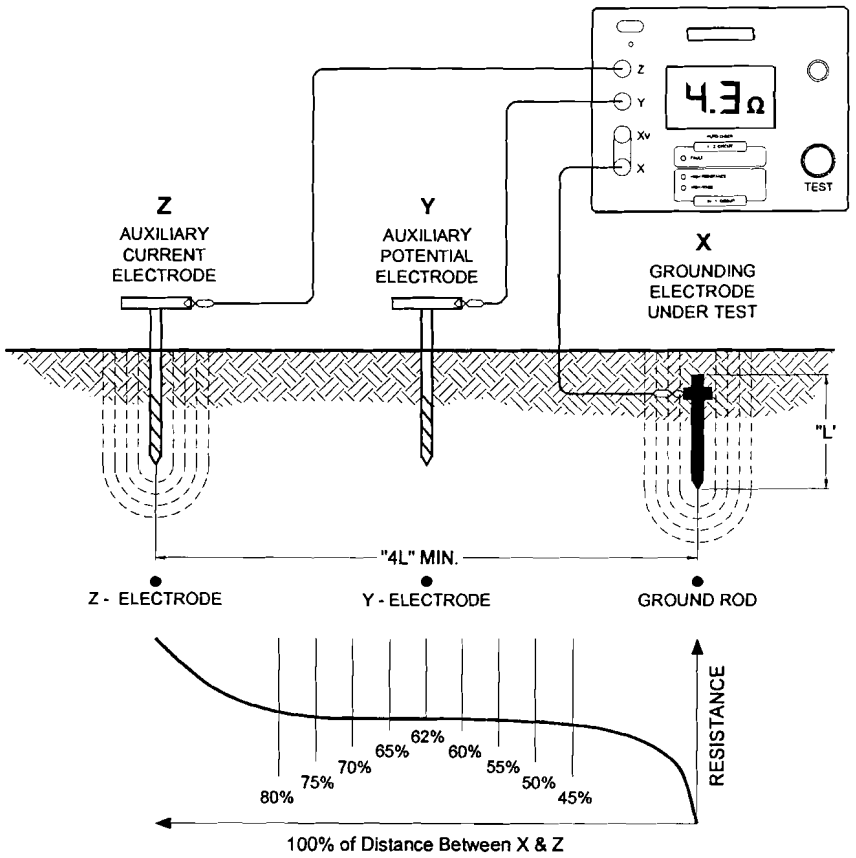
F. Record test results on the record drawing set indicating point to point readings.

111-3.2 GROUND ROD TESTING

A. Contractor shall provide equipment and personnel to measure the resistance to earth of each ground rod installed. Earth resistance measurement tests shall adhere to recommendations of IEEE Standard 142, latest edition.

B. Earth resistance measurements shall be made in normally dry conditions not less than 48 hours after the last rainfall.

C. Initially the Contractor shall test each ground rod in accordance with the following instructions. The horizontal distance between the Ground Electrode Under Test (Electrode **X**) and the Auxiliary Current Electrode (Electrode **Z**) shall be 4 times the depth (length) of the ground electrode under test.



D. The three electrodes shall be installed in a straight line in a direction away from other underground metallic items. The test leads shall be separated.

E. The first test shall be conducted with the Auxiliary Potential Electrode (Electrode **Y**) at 45% of the distance between the **X** and **Z** electrodes. The earth resistance shall be measured and recorded at the 45% position. The **Y** electrode will then be moved 5% closer to the **Z** electrode to the 50% position and the earth resistance shall be measured and recorded. The previous steps will be repeated at 5% distance intervals through the 80% position. Graph the resultant points on the form provided at the end of this item.

F. The above test method shall be utilized at each new ground rod installation until otherwise determined by the Engineer. The Engineer will use the acquired data to establish a revised distance ratio between the **X** and **Z** electrode.

G. Once the new electrode distance ratio is set by the Engineer, the Contractor may perform the tests with a single test position for electrode **Y**.

H. Earth resistance tests shall be performed as each ground rod is installed. Earth resistance tests shall be conducted prior to the connection of any grounded, grounding or counterpoise conductors. Ground rods not in compliance with the not to exceed maximum earth resistance shall have an additional 10' section(s) added until the required earth resistance is achieved.

111-3.3 FIELD LIGHTNING ARRESTOR ASSEMBLY TESTING

A. Each field lightning arrestor assembly (FLA) shall receive an inspection upon receipt by the Contractor.

B. The Contractor shall group the FLAs by circuit. Mark each FLA with circuit designation and unique number.

C. Each FLA shall be tested for continuity between the airfield lighting series circuit L-823 connectors. A reading of 200 milliohms or less is acceptable.

D. Each FLA shall have its internal resistance tested between the airfield lighting series circuit L-823 connector and the grounding screw. A reading of less than 10 gigohms is cause for rejection.

E. The FLA internal resistance test shall be performed with a megohmmeter providing a test voltage of 1,000 volts DC. The output of the megohmmeter shall be direct reading in megohms and shall have an upper rage limit of 10 gigohms.

F. The Contractor shall then interconnect each FLA within that circuit to the other. The Contractor shall interconnect the ground screws on each unit with a #12AWG bare copper conductor. The Contractor shall then megger test the FLA circuit assembly and record the reading.

G. The Contractor shall repackage the FLA units, maintaining the circuit designations. The FLA shall be stored in a clean dry location until installation in the base cans.

H. Record data on insulation resistance test form provided at the end of this item.

111-3.4 EXISTING AIRFIELD LIGHTING CIRCUIT INSULATION RESISTANCE TESTING

A. Whenever the scope of work requires connection to an existing circuit, or should the scope of work involve working adjacent to or near an existing circuit, and the work could have any impact on the existing circuit, the existing circuit's insulation resistance shall be tested. *The Contractor shall measure and record the insulation resistance of ALL airfield lighting circuits prior to starting any work.* The test shall be performed prior to any activity which could possibly effect or impact the respective circuit. The Contractor shall record the results on forms included at the end of this item.

B. The existing airfield lighting circuit insulation resistance test shall be performed with a megohmmeter providing a test voltage of 1,000 volts DC. The output of the megohmmeter shall be direct reading in megohms and shall have an upper range limit of at least 10 gigohms or greater.

C. Observe required safety precautions.

D. Connect the test instrument in accordance with the manufacturer's recommendations. The insulation resistance test shall be conducted for two (2) minutes). Record data at 30 second intervals on the form provided at the end of this Item. The insulation resistance measurement results shall be corrected to 20^0 Centigrade (68^0 Fahrenheit).

E. When the work effecting the circuit is complete (or at end of shift prior to energization), the circuit's insulation resistance shall be checked again, in the presence of the Engineer. The Contractor shall record the results on forms included at the end of this item. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the circuit to bring the second reading above the first reading.

F. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor.

G. Should the Contractor fail to perform the tests prior to starting work, the Contractor shall be responsible to bring the impacted circuits to a minimum 50 megohm insulation resistance value or higher value in conformance with any previous airport test records.

111-3.5 NEW AIRFIELD LIGHTING CIRCUIT CONTINUITY TESTING

A. After new cable installation and before the operating test or connection to an existing system, the airfield lighting series circuit cable system shall be given a circuit internal resistance (continuity) test.

B. This test shall be conducted at the proposed point of connection to the Constant Current Regulator and shall be used to prove continuity of the entire circuit. The Contract Documents shall be reviewed to confirm proper circuit routing, connection and installation of necessary components prior to testing.

C. No Field Lighting Arrestor Assemblies shall be installed in the circuit during the internal resistance (continuity) test. No airfield lighting fixtures or signs shall be connected to the secondary of the L-830 isolation transformers internal resistance (continuity) test.

D. The L-824C series circuit cable, complete with all L-830 connectors and L-830 isolation transformers installed, shall be tested for continuity. The cable, connectors and transformers shall be in their final configuration, ready for connection to the constant current regulator (CCR).

E. Observe required safety precautions.

F. The circuit's internal resistance (continuity) test shall be performed using an ohmmeter with sufficient output to measure the circuit's internal resistance. The expected internal circuit resistance should be between 20 ohms and 70 ohms.

G. Investigate unsatisfactory results and make necessary corrections or replacements as required by the Contract Documents.

H. Upon successful completion of circuit's internal resistance (continuity) test, record the measured circuits internal resistance on the cable test form included at the end of this item.

111-3.6 NEW AIRFIELD LIGHTING CIRCUIT INSULATION RESISTANCE TESTING

A. Upon successful completion of the airfield lighting circuit's internal resistance (continuity) test perform an airfield lighting circuit insulation resistance test.

B. In addition to successfully completing the airfield lighting circuit internal resistance (continuity) test, all prerequisite conditions required prior to performing the airfield lighting circuit internal resistance (continuity) test shall be performed prior to starting the airfield lighting circuit insulation resistance test.

C. Airfield lighting circuit insulation resistance tests shall be made in normally dry conditions not less than 48 hours after the last rainfall.

D. The airfield lighting circuit insulation resistance test shall be performed with a megohmmeter providing a test voltage of 1,000 volts DC. The output of the megohmmeter shall be direct reading in megohms and shall have an upper range limit of at least 10 gigohms or greater.

E. Observe required safety precautions.

F. Ground all other conductors within the conduits or ducts containing the conductor under test.

G. Connect the test instrument in accordance with the manufacturer's recommendations. The insulation resistance test shall be conducted for ten (10) minutes). Record data at the required intervals on the form provided at the end of this Item. The insulation resistance measurement results shall be corrected to 20^0 Centigrade (68^0 Fahrenheit).

H. The expected insulation resistance for the completed circuit should be in excess of 500 megohms.

I. Investigate unsatisfactory results and make necessary corrections or replacements as required by the Contract Documents.

J. Upon successful completion of circuit's insulation resistance test, record the measured circuits internal resistance on the cable test form included at the end of this item.

111-3.7 CONCLUDING AIRFIELD LIGHTING CIRCUIT TESTS

A. Upon successful completion of the airfield lighting circuit test install and connect all airfield lighting fixtures, signs and perform an airfield lighting circuit insulation resistance test. Conduct test similar to test performed above.

B. Airfield lighting circuit insulation resistance tests shall be made in normally dry conditions not less than 48 hours after the last rainfall.

C. The airfield lighting circuit insulation resistance test shall be performed with a megohmmeter providing a test voltage of 1,000 volts DC. The output of the megohmmeter shall be direct reading in megohms and shall have an upper range limit of at least 10 gigohms or greater.

D. Observe required safety precautions.

E. Ground all other conductors within the conduits or ducts containing the conductor under test.

F. Connect the test instrument in accordance with the manufacturer's recommendations. The insulation resistance test shall be conducted for ten (10) minutes). Record data at the required intervals on the form provided at the end of this Item. The insulation resistance measurement results shall be corrected to 20^0 Centigrade (68^0 Fahrenheit).

G. The expected insulation resistance for the completed circuit should be in excess of 500 megohms.

H. Investigate unsatisfactory results and make necessary corrections or replacements as required by the Contract Documents.

I. Upon successful completion of circuit's insulation resistance test, record the measured circuits internal resistance on the cable test form included at the end of this item.

J. Install respective circuit designated FLA assemblies. Use the sum of reciprocals rule to calculate the final circuit insulation resistance. Perform insulation resistance test on completed circuit in accordance with above criteria. Record final circuit insulation resistance value on form provided at the end of this Item.

111-3.8 CONTROL SYSTEM TESTS

A. The equipment shall be demonstrated to operate in accordance with the requirements of the Contract Documents. Each applicable control device in the airfield lighting control panel and other control locations shall be operated so that each control device position is engaged at least ten times. During this process, all lights and associated equipment shall be observed to determine that each control device/switch/indicator properly operates the corresponding component. Radio communication between the operator and the observers shall be provided by the Contractor.

B. The above tests shall be repeated for each individual circuit from the local control switches on the regulators. Each installed or revised lighting circuit shall be tested by operating the lamps throughout the range of applicable steps and shall be operated separately at step 3 or step 5 as appropriate for full intensity for not less than 4 hours. Visual examination shall be made at the beginning and at the end of this test to determine that the installed airfield light fixtures are illuminating at full intensity.

C. Investigate unsatisfactory results and make necessary corrections or replacements as required by the Contract Documents.

D. Systems tests shall confirm by demonstration that all airfield lighting circuits are in required operating condition in accordance with the Contract Documents.

METHOD OF MEASUREMENT

111-4.1 METHOD OF MEASUREMENT

A. The items described in this section are incidental to other items and shall not be measured for payment.

BASIS OF PAYMENT

111-5.1 BASIS OF PAYMENT

A. No direct payment shall be made for the work described in this item. The work described in this item is incidental to other pay items and shall be paid for in the respective bid item of which it is a component part.

END OF ITEM L-111

AIRFIELD LIGHTING CIRCUIT DATA SHEET

Circuit Designation:

Date:

Circuit Description:

Ph. Wire Size/Type:

Source Panel/Ckt

GND. Wire Size/Type:

Panel ∅; CB Size:

Conduit Size/Type:

CCR Size:

CCR Output Amps:

CCR Manufacturer:

Yr. Manufactured:

CCR Type No.:

Part No.:

Output Amp Steps: / / / /

Input Volts: Ph.: Hz.:

Input Amps:

Control Voltage:

Serial Number:

Oil Capacity: **Gal.** Oil Test Date:

Weight: **lbs.**

CCR Insp./Calib.: Date:

Circuit Age: **Years**

Insul. Resist. at 1 min.: **Ω @ 1000 V**

Weather:

Lamps in Ckt.: Lamp Watts:

Lamps Out:

Manufacturer's Set up and Calibration Completed by: _____

	Calibration	LOAD TEST							
Step	Output Amps	Output Amps	Output Voltage	Output KVA	Output PF	Input Amps	Input Volts	Input KVA	Input PF
B1/B10									
B2/B30									
B3/B100									
B4									
B5									

Comments:

Earth Resistance Test

Instrument Mfg. _____ Test Date _____

Model _____ Operator Name _____

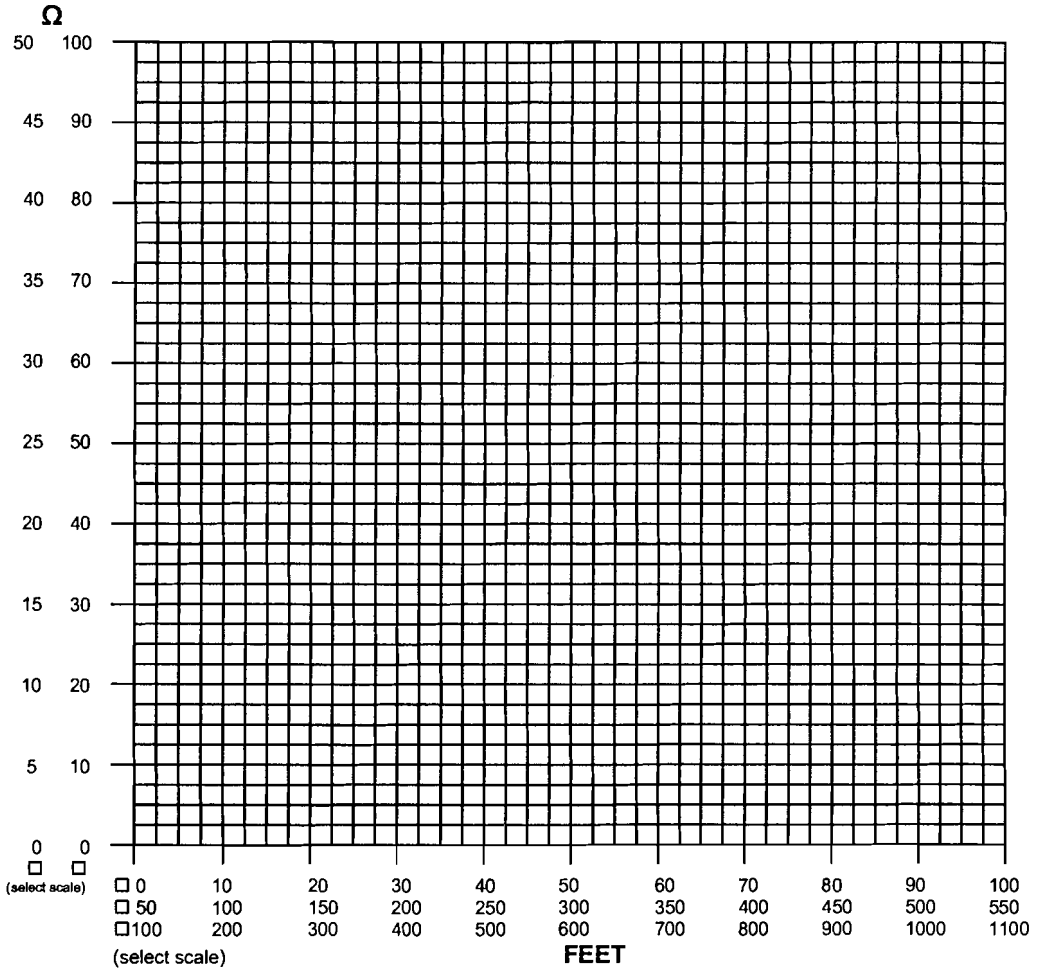
Serial Number _____ Test Location _____

Test Conditions			
Soil Condition:	☐ Moist	☐ Dry	Temperature _____ °F °C
Soil Type: (choose one)	☐ Clay	☐ Limestone	☐ Sand & Gravel
	☐ Granite	☐ Shale	☐ Sandstone
	☐ Loam	☐ Slate	☐ Other
	_____		

Weather Conditions
Relative Humidity: _____
Precipitation Accumulation: _____
Sky Conditions: _____

Grounding System
☐ Single Rod
Rod Depth _____ ft

%	Voltage Electrode (Y) distance from Ground rod under test (X) FEET	Measured Resistance OHMS
100		
90		
80		
70		
60		
50		
40		
30		
20		
10		
0		



Comments: _____

_____

_____

Airfield Lighting Circuit Continuity and Insulation Resistance Testing

Date: _____ Start Time: _____ / Stop Time _____

Circuit Designation:	Circuit Description	Circuit Length
Circuit Operating Voltage	Circuit Isolation Transformers Qty/Size:	
Hazard Risk Evaluation Performed? Yes No	Ambient Temperature: _____ Sky Conditions.: _____	Relative Humidity: _____ Rain last 48hrs: _____
Test Equipment: Manufacturer	Model #	Serial# / Upper Range Limit:
Associated Equipment included in test:		
Circuit Continuity:	Test Voltage:	Cable Manufacturer:
Tested by:	Witness:	

Minutes	0.25	0.5	1.0	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0
Reading												
Correction												

Megohms: Infinity, 10,000, 5,000, 3,000, 2,000, 1,000, 800, 600, 400, 300, 200, 150, 100, 80, 60, 40, 30, 20, 15, 10, 6, 4, 2, 1, 0.6, 0.2, 0.1, 0.06, 0.02, Zero

Comments: _____

ITEM L-125

AIRPORT LIGHTING SYSTEMS COVER

Specification L-125, Airport Lighting Systems is not an FAA Standard for Specifying Construction of Airports from AC 150/5370-10E.

There is no current FAA Construction specification applicable to this work. The major topics of this specification is the furnishing and installation of airfield lighting fixtures, signs, constant current regulators, isolation transformers, airfield lighting controls and NAVAIDS.

This specification has also been updated to incorporate the lightning protection techniques identified in the "Final Report – Engineering Analysis of Airfield Lighting System Lightning Protection", by Dr. Vladimir A. Rakov and Dr. Martin A. Uman, University of Florida January 20, 2006. FAA Washington, AAS-100 allows an airport to continue with the counterpoise convention currently in use at the airport.

ITEM L-125

INSTALLATION OF AIRFIELD LIGHTING SYSTEMS

GENERAL

125-1.1 GENERAL

A. This item shall consist of airport lighting systems furnished and installed in accordance with the Contract Documents, any referenced documents, and the applicable Federal Aviation Administration (FAA) Advisory Circulars (AC). The systems shall be installed at the location and in accordance with the dimensions, layout, design, and details shown in the Contract Documents. This item shall include furnishing and installing all lights, signs, transformers, base cans, mounting assemblies, base plates, adapter rings, concrete work, cable connections, all lamps, testing of the installation and all incidentals and appurtenances necessary to place the systems in operation as completed units to the satisfaction of the Engineer.

B. Part 6 and Part 7 contain a list of material requirements and reference documents respectively. The Contractor is responsible for obtaining and using the current edition of the referenced documents. The list is not all-inclusive but is offered as a convenience to the Contractor.

125-1.2 SUBMITTALS

A. Shop drawings of each airfield lighting component, indicating FAA approval, shall be submitted to the Engineer for review and acceptance and be accepted prior to ordering any materials for this item. This submittal shall include the proposed method of installation for all airfield lighting components. The submittal shall include data on all component parts of the item or system, and shall include the manufacturers list of recommended spare parts for one years use.

B. The manufacturer of the lighting fixtures and signs proposed shall be required to provide data, certification, and five (5) airport references that each type of proposed fixture, as currently designed unless a new design that has not been required in the United States heretofore, has been in operation under normal airfield conditions a minimum of 3 years with a certified repair requirement rate of no more than three (3) percent. The Engineer will contact each reference for verification of data and performance history and reserves the explicit right to reject fixture models and/or manufacturer that, in its opinion, do not have a satisfactory performance history. The electrical Contractor, through the Contractor, shall state with the bid that performance history has been verified and that the electrical Contractor will make a substitution of a different manufacturer or model if the Engineer cannot verify a satisfactory performance history.

125-1.3 SPARE PARTS

A. The Manufacturer/Contractor by submitting a bid assures the Owner that the product(s) submitted are not "end-of-life" or "end of product line" items and that spare parts shall be available to the Owner for 10 years beyond the product warranty period. The Manufacturer/Contractor agrees to replace any item of which parts are not available for the specified 10 year period with a new manufactured product of equivalent or better function and type.

125-1.4 REQUIREMENTS

A. All airfield lighting systems provided are subject to the following:

1. The electrical installation shall meet the National Electrical Code and local regulations. The Contractor shall be responsible for obtaining local permits and notification for inspection by code authorities consistent with the schedule of work.

2. The Contractor shall determine that all lighting system components furnished (including FAA approved equipment) are compatible with each other and the remainder of the new or expanded system. The Contractor shall replace non-compatible components furnished by the Contractor with similar compatible units meeting the requirements of the Contract Documents at Contractor's expense.

3. If the Contractor elects to furnish and install airport lighting equipment requiring additional wiring, transformers, adapters, mountings, etc., to those shown on the Contract Documents, any cost for these items shall be incidental to the equipment cost.

4. Only the specified type, style, class, and etc., of FAA approved equipment, when indicated in the Contract Documents, will be acceptable even though equipment of other types, styles, classes, etc. may be FAA approved. "FAA approved" as used herein means approved under the Airport Lighting Equipment Certification Program as described in Advisory Circular (AC) 150/5345-53, current edition.

5. All airfield lighting fixtures shall have been manufactured and shall perform in accordance with FAA AC 150/5345-46, current edition. Any defect in design, materials (excluding lamps), or workmanship, which may occur during proper and normal use, shall be warranted for a period of one (1) year from date of final acceptance. This warranty specifically warrants against water leakage, damage, and corrosion to the lamps, electrical connections, and optical elements internal to the luminaire. Any above mentioned defect requires the manufacturer to repair or replace, at its option, the defective part(s) or entire fixture at no additional cost.

6. The Contractor shall survey all the existing fixtures/base cans along the existing Runway 18 threshold as indicated in the Contract Documents. The Contractor shall survey any additional base cans as required by the Engineer. The survey will require locating approximately 8 existing fixtures/base cans. This survey shall be performed within 30 calendar days of notice to proceed. The data shall be provided in the NAD 83/90 state plane coordinate system, accurate to four decimal places. The center point of the base can is the reference point. The survey shall be submitted to the Engineer. The Engineer will use the survey to verify the coordination of the new lighting with existing conditions. The Contractor shall plan the work such that 30 calendar days will be allowed for review and coordination by the Engineer. The cost of this survey work shall be incidental to the respective airfield lighting fixture pay item.

MATERIALS

125-2.1 GENERAL

A. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified and listed under Advisory Circular (AC) 150/5345-53, "Airport Lighting Equipment Certification Program".

B. All other equipment and materials covered by other referenced documents shall be subject to acceptance through manufacturer's certification of compliance with the applicable documents when requested by the Engineer.

C. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with the Contract Documents and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with the Contract Documents shall be removed, when directed by the Engineer and replaced with materials, which do comply with the Contract Documents , at the sole cost of the Contractor.

D. All materials and equipment used to construct this item shall be submitted to the Engineer for acceptance prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

E. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the Contract Documents. All submittals shall comply with Item L-106 "Submittals, Record Documents and Maintenance Manuals" and other requirements of the Contract Documents. Where other parts of the Contract Documents apply, the stricter item shall govern. The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes shown in the Contract Documents.

F. All materials shall be new and unused unless specifically noted otherwise.

G. All materials required per this item are for use on a 6.6 ampere airfield lighting series circuit unless specifically noted otherwise.

125-2.2 GUARANTEES

A. Except as modified below, all equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

B. The lamp life, as rated by the manufacturer (not the supplier), shall be warranted for the specified number of hours. Should ten percent (10%) of the lamps fail prior to the expected 50% failure rate at rated life of the lamp, then the entire system using the failing lamp type shall be relamped, at the Contractor's expense, and the warranty time shall start over. At the Owner's option, with written permission of the Engineer, the Contractor may elect to supply 100% spare lamps at the time of Owner's acceptance of the lighting system.

125-2.3 BASIS OF DESIGN

A. The airfield lighting systems are designed using the below listed maximum fixture volt-ampere/watt loads. The volt-ampere load represents the total load as seen by the CCR for the fixture, isolation transformer and other incidental components. The watt load represents the load actually presented by the lamp only.

L-852D	Runway Edge Light (Semi-flush) Quartz	90W
L-861	Runway Edge Light (Elevated) Quartz	45W
L-861E	Runway Threshold Light (Elevated) Quartz	45W
L-850 D	Runway Threshold Light (Semi-Flush) Quarts	186W

B. Accepted equivalent airfield lighting fixtures with higher volt ampere/watt loads are permissible provided the Contractor assumes all costs for the redesign of the airfield lighting and necessary power distribution systems and all costs incurred furnishing and installing any additional equipment. In no case shall the Contractor be allowed to reduce the size of the constant current regulators or the power distribution systems.

125-2.4 FIXTURES-GENERAL

A. All inpavement fixtures shall be style 3 unless specifically noted otherwise. The total height of the fixture above the finished grade (x) shall be $x \leq 0.25$ inch. All inpavement fixtures shall be Class 2. All fixtures shall be Mode 1, 6.6 ampere.

B. All airfield lighting fixtures, unless specifically noted otherwise, shall be capable of FAA compliant operation on any manufacturer's constant current regulator (CCR) contained in the FAA's equipment certification list, regardless of the technology used, (i.e. ferroresonant, SCR, saturable reactor, etc.).

C. The fixture pay items shall include, as applicable, a deep base can, top can section, base plate, properly sized spacer ring (w/concrete ring), properly sized L-830 transformer, L-823 connectors, and all incidentals and appurtenances required to provide a fully functional and operating lighting system to the satisfaction of the Engineer. All alignment, leveling, aiming, etc. is included as a component part of the fixture pay item.

125-2.5 RUNWAY EDGE LIGHTS

A. The elevated runway edge lights shall be L-861 Quartz type. The semi-flush edge lights shall be L-852D Quartz type. The L-852D and L-861 fixtures shall be designed to operate on a 3-step CCR.

125-2.6 RUNWAY THRESHOLD

B. The runway threshold lights shall be L-861E Quartz type. The semi-flush threshold edge lights shall be L-850D Quartz type. The L-850D and L-861E fixtures shall be designed to operate on a 3-step CCR.

125-2.7 LIGHT BASES

A. All light bases (base cans) shall meet the requirements of FAA AC 150/5345-42, current edition. The light bases shall be L-867 type for the non-load bearing units and L-868 for the load bearing units. The sizes of the units shall be as shown on the Contract Documents and in this Item. Telescoping base cans may be used for the L-867 non-load bearing base cans. Two piece base cans may be used, where paving interferences require their use. Two (multi) piece base cans shall be used in asphalt pavement. All light bases, transformer houses and junction boxes shall be Class 1, galvanized steel.

B. All L-867 and L-868 base cans and transformer houses shall be equipped with one internal and two external base can ground straps with ground cable clamps and shall have an installed minimum depth of 20 inches not including the height of spacer rings or fixtures, unless specifically noted otherwise. All top can sections shall be equipped with one internal base can ground strap with a ground cable clamp.

C. Provide galvanized adapter rings, conversion rings, steel spacer rings and spacer rings with concrete rings as required by the Contract Documents. Provide galvanized steel beveled spacer rings as required by the Contract Documents.

D. Base cans installed for future light fixtures shall be installed with spacer rings as needed to make the top of the spacer ring (w/concrete ring) ¾ inch below pavement level. See detail included in the Contract Documents. Provide ¾ inch load bearing galvanized steel blank cover. When L-868 base cans with blank covers are installed, it is intended that at some future time the blank cover will be replaced with a fixture. The base can shall be installed at the correct location, elevation, azimuth and rotation, such that a direct replacement of a fixture for the blank cover is possible.

E. The spacer rings are designed as a nominal 0.75" thickness. The spacer rings may be required to be thinner or thicker depending on base can installation and paving techniques. This Contractor shall be responsible to measure and determine the required thickness of each individual spacer ring, top can section or base can extension required to put the airfield lighting fixture at the correct elevation, azimuth and rotation per FAA Advisory Circulars, current editions. The Contractor's bid price shall include furnishing and installing all spacer rings, top can sections and base can extensions required.

F. The term "top can section" is generically used to describe top can section, middle can section, base can extension and other similar components. Contractor shall individually measure and record the bolt center on each base can to be extended and the required height of the base can top section necessary to place the fixture at the proper elevation. This recorded information shall be submitted as part of the asbuilt information. The Contractor is responsible to identify and measure the specific component required to properly adjust the base can height in accordance with FAA requirements. All top can sections shall be equipped with an internal ground lug.

125-2.8 CABLES

A. Cables and conductors shall comply with Item L-108.

125-2.9 CABLE IDENTIFICATION TAGS

A. Cable tags shall comply with Item L-108.

125-2.10 L-823 CONNECTORS

A. L-823 connectors shall comply with Item L-108. Grounding and bonding connections shall comply with L-108.

125-2.11 TAPE AND HEAT SHRINK TUBING

A. Tape and heat shrink tubing shall comply with Item L-108.

125-2.12 ISOLATION TRANSFORMER

A. The isolation transformers shall be L-830, 6.6 amp primary to 6.6 amp secondary, sized per the fixture manufacturer's recommendations and conforming to AC 150/5345-47, current edition.

125-2.13 FRANGIBLE CONNECTIONS

A. All items extending more than 2" above grade (elevated items) shall be installed on frangible connections in accordance with the respective Federal Aviation Administration Advisory Circular AC 150/5220-23, current edition. Frangible couplings shall be metallic and provide an electrical bond between the item and the base.

125-2.14 CONCRETE

A. Concrete shall conform to Item P-610, Structural Portland Cement Concrete, or accepted FDOT Class II equivalent, using 1 inch maximum size coarse aggregate (FDOT #57 stone) with a minimum 28 day compressive strength of 3,400 PSI.

B. Where reinforced is specified, reinforcing steel shall conform to ASTM A 615 Grade 60. Concrete and reinforcing steel are incidental to the respective pay item of which they are a component part.

C. High early strength P-610 concrete will be required for use with ducts, conduits, base cans and other work as directed by the Engineer, in existing operational areas and within the safety areas of operational pavement to comply with the project phasing and scheduling requirements and where the pavement is required to open to aircraft at the end of the designated work period. The extra cost for the high early strength P-610 concrete shall be considered incidental to the respective pay item of which it is a component part.

D. Flowable material used to back fill conduit and duct bank trenches shall conform to the requirements of Item P-153 "Controlled Low Strength Material" or accepted FDOT Non-Excavatable Flowable Fill (125 psi minimum) FDOT Specification Section 121 "Standard Specification for Road and Bridge Construction" or equivalent.

125-2.15 CONDUIT

A. Conduit shall comply with Item L-110.

125-2.16 FIXTURE AND BASE CAN BOLTING HARDWARE

A. All airfield bolting hardware shall be stainless steel and shall meet FAA requirements. All bolts 1/4 inch and larger shall be hex head type. All bolts smaller than 1/4 inch trade size shall be recessed Allen type.

B. All bolted connections shall utilize a two piece anti-rotational locking type device such as NORD-LOCK self-locking washers or accepted equivalent.

C. All fixtures and base cans shall be installed with new unused bolts of the proper thread length and with new unused two piece anti-rotational locking type devices. An accepted anti-seize compound shall be used on all bolts connecting base can sections or elevated fixture base plates to base cans. Semiflush fixture bolts shall utilize anti-seize/loctite compounds in accordance with the fixture manufacturer's recommendations. All fixture and base can bolts shall be torqued in accordance with the manufacturer's requirements. The manufacturer's torque requirements shall be submitted with the respective materials.

D. The base can cover and fixture mounting bolts shall extend thru the base can mounting flange into the base can a minimum of 0.5 inch. The bolts shall have enough thread length so they do not shoulder out before the fixture is securely tightened.

E. The Contractor shall exercise extreme care when removing airfield lighting bolting hardware. The existing bolting hardware may have been installed in excess of twenty-five years. The Contractor shall be responsible for the proper removal/repair/replacement of all stripped/broken/damaged fixture bolts or base can bolts or tapped holes in base cans and/or appurtenances encountered during construction. To effect repairs the Contractor shall use drilling/tapping/inserts, fixture/jigs/tooling and methods approved by the base can manufacturer or an accepted equivalent. The drilling/tapping/insert fixture/jigs/tooling and base can manufacturer approved method/procedure shall be submitted with the base can/fixture submittals. Payment for this work shall be considered incidental to the respective fixture and base can pay items provided in the Contract Documents.

125-2.17 ANTI-SEIZE COMPOUND

A. The anti-seize compound shall be Ideal "Noalox" or accepted equivalent.

B. GE RTV-118 non-curing sealant or accepted equivalent shall be used to seal between of base can sections, spacer rings and adapter rings, etc. No sealant shall be used between the fixture and spacer ring surfaces.

125-2.18 FILLERS AND ADHESIVES

A. Joint sealing filler shall be FAA Type P-605 and adhesive compounds shall be FAA Type P-606. The P-605 and P-606 shall be formulated so they are compatible with the pavement type with which they are used.

125-2.19 IDENTIFICATION MARKERS

A. Fixture, manhole and sign identification markers shall be brass bench markers by Surv-Kap of Tucson, Arizona model number M/M-B2 with flat top or accepted equivalent.

B. 1/16" deep by 3/8" high text shall be engraved in the ID marker. The Contractor's submittal shall include twenty-four sample ID markers engraved with the characters "TAE1". Partial acceptance will require resubmittal of unacceptable ID markers before construction can begin. Once the ID markers are accepted the Engineer will use them as a basis for acceptance of the field installed markers. Payment for markers is incidental to the respective pay item of which it is a component part.

125-2.20 FIELD LIGHTNING ARRESTOR ASSEMBLY

A. The field lightning arrestor assembly (FLA) shall be installed within the L-867/L-868 base cans and shall be able to be submerged in water during normal operation. The units shall be designed to operate on a 6.6 ampere or 20 ampere (as noted) primary series circuit, rated for 25,000 ampere, 8/20 microsecond discharge. Field lightning arrestor assembly shall be grounded to an internal ground lug in the base can with a 2 AWG stranded green THWN-2 copper conductor. An approved lug shall be utilized for each connection. Stranded conductors shall not be wrapped under a screw head.

B. Each FLA shall be tested for continuity between the airfield lighting series circuit L-823 connectors. A reading of 200 milliohms or less is acceptable. Each FLA shall have its internal resistance tested with a 1,000 volt insulation resistance tester (megger) between the airfield lighting series circuit L-823 connector and the grounding screw. A reading of less than 10 gigohms is cause for rejection. Any FLA testing less than 10 gigohms shall not be incorporated into the project.

125-2.21 FIXTURE AND SIGN BONDING JUMPER AND LUG

A. Each fixture shall be individually bonded to the base can with a 6 AWG copper, stranded green insulated bonding jumper. The wire shall conform to ASTM B 3, ASTM B 8 and ASTM D 33. The bonding jumper shall have THWN-2 insulation.

B. Each new sign and relocated sign shall be bonded to the sign ground rod with a 2 AWG stranded copper, green THWN-2 insulated bonding jumper. The wire shall conform to ASTM B3, ASTM B8 and ASTM B33. The sign bonding jumper shall be six inches longer than the sign tethers to allow the tethers to properly operate.

C. The bonding lug shall be furnished by the respective fixture or sign manufacturer and shall be UL 467 listed for use in direct burial applications and shall be suitable for the fixture material, sign material and copper conductor. The welding of a ground strap to a base can and all materials, labor, supervision and transportation necessary to properly bond the fixture/sign/NAVAID to the base can shall be considered incidental to the item being installed.

125-2.22 DELIVERY, STORAGE AND HANDLING

A. Ship materials and equipment disassembled only to the extent necessary for reasons of shipping limitations, handling facilities, and to avoid damage during shipment. Maintain materials and equipment in new condition. This shall include the use of heat lamps, suitable coverings, indoor storage, etc. to properly protect the equipment and materials. Any equipment or materials, in the opinion of the Engineer, damaged during construction or storage periods shall be replaced by and at the expense of the Contractor.

125-2.23 SPARE PARTS

A. The following table lists the electrical spare parts required to be furnished by the Contractor. All spare parts shall be identical to the same parts accepted and installed in the project. Cost of spare parts shall be considered incidental to the L-125 pay items provided.

SPARE PARTS LIST		
Category	**Description**	
Fixtures:	L-852D runway inset edge light yellow/clear	1
	L-850D threshold inset edge light red/green	2
	L-861 runway edge light clear/clear	4
	L-861 runway edge light clear/yellow	4
	L-861E runway threshold light red/green	2
Lamps	Provide 10 spare lamp assemblies.	10
	Provide 10 spare lamp assemblies for L-852D fixtures.	10

CONSTRUCTION METHODS

125-3.1 INSTALLATION – GENERAL

A. All fixtures, signs, base cans, etc., shall be installed as shown on the Contract Documents or accepted shop drawings and in accordance with the applicable FAA Advisory Circulars and manufacturers' recommendations. Survey instruments shall be used to position all items to insure precise orientation. Tolerances given in the FAA Advisory Circulars and the Contract Documents shall not be exceeded. Where no tolerance is given, no deviation is permitted. Items not installed in accordance with the FAA Advisory Circulars and the Contract Documents shall be replaced by and at the expense of the Contractor.

B. In new or existing pavement all conduits, duct banks, counterpoise, base cans, etc., shall be installed prior to the placement of the final lift of pavement.

C. All concrete used for this item shall be completely consolidated and contain no voids. All exposed concrete shall be finished smooth with a steel trowel and broom finished. All horizontal edges to be chamfered 1 inch at 45 degrees.

D. The finished pavement surface shall be protected from foreign substances which could cause staining, i.e., oil, P-605, etc. The Contractor shall immediately clean all spills and correct/clean any stained surfaces at the Contractor's expense.

E. Assemble units and connect to the system in accordance with the manufacturer's recommendations and instructions.

F. An identification tag shall be installed with each fixture, sign, etc., as shown in the Contract Documents. Cable identification tags identifying each circuit shall be attached to each cable in the base can, on each side of all cable to cable splices and on the cable side of the cable to transformer splices.

G. Provide three feet (3') of slack in each end of each cable in each base can. All connections shall be able to be made above ground.

H. Painted and galvanized surfaces that are damaged shall be repaired according to the manufacturer's recommendations, to the satisfaction of the Engineer. Use LPS-1G cold galvanizing compound or accepted equivalent to repair galvanized surfaces. Obtain paint and primer, of same batch number, from the equipment manufacturer to repair painted surfaces.

I. GE RTV-118 non-curing sealant or accepted equivalent shall be used to seal between sections of base can sections, spacer rings and adapter rings.

J. Where three (3) or more conduits enter an L-867B base can an L-867D base can shall be used. Drain connections are excluded from the conduit count.

K. All threaded portions of frangible couplings, etc., shall be coated with Ideal "Noalox" compound or accepted equivalent before being assembled.

L. Base cans shall not be installed closer than or within two and one half feet (2.5') of a paving joint (to center of base can) without written permission of the Engineer. Changes to the concrete joint layout or the location of the light base cans shall be submitted to the Engineer for acceptance. Conflicts that may occur due to changes in the joint layout or the location of the base cans shall be the full responsibility of the Contractor. Flag base can locations prior to installation to demonstrate joint coordination. Any/all irregularities shall be immediately reported to the Engineer.

M. If a light can is installed incorrectly or the duct/conduit is plugged/broken or the concrete joints are installed incorrectly or the base can is sawed by the concrete saw, the concrete slab or 600 square feet asphalt pavement around the base can shall be removed. The pavement shall be replaced in accordance with the Contract Documents once the base can is properly reinstalled. The removal and replacement of the pavement and base can shall be at the Contractor's expense.

N. Dewatering necessary to construct L-125 Items and related erosion and turbidity control in accordance with Federal, State, and Local requirements is incidental to its respective pay item as a part of L-125. The cost of all excavation regardless of type of material encountered shall be included in the unit price bid for the L-125 Item.

O. All loose materials shall be removed from all excavations for electrical items. The bottom of the excavation shall be compacted to the following criteria:

SOIL TYPE	DESIGN AIRCRAFT GROSS WEIGHT	TEST STANDARD	UNDER PAVEMENT	IN TURF
<30% RETAINED ON ¾" SIEVE	>60,000 LBS	ASTM D1557	100%	95%
<30% RETAINED ON ¾" SIEVE	<60,000 LBS	ASTM D698	100%	98%
>30% RETAINED ON ¾" SIEVE	>60,000 LBS	AASHTO T-180	100%	95%
>30% RETAINED ON ¾" SIEVE	<60,000 LBS	AASHTO T-99	100%	95%

Backfill shall comply with the same compaction requirements.

125-3.2 INSTALLATION – BASE CANS AND FIXTURES

A. Base can manufacturer shall provide an on site representative to instruct the Contractor's personnel in the proper methods of installing and aligning base cans. Position all base cans with survey instruments as indicated in the Contract Documents. Stake location of all base cans prior to installation to demonstrate accuracy of layout, spacing intervals, and coordination with paving joints and site features. Bring conflicts to the attention of the Engineer. Allow 5 calendar days for a resolution.

B. Edge light units shall be 10 feet off the striped edge of pavement (unless specifically indicated otherwise). On straight sections, they shall be optically in line when sighted from either end of a straight section. Base cans for edge light units shall be installed at the designated locations with top flanges at the required elevation and within 2 degrees of level. All elevated edge lights shall be installed at an equal height above grade not to exceed 14 inches.

C. Semi-flush light units shall be located as shown in the Contract Documents. All semi-flush lights shall be installed level with the top edge between plus 0-inch and minus 1/16 inches from the pavement's final finish grade. Light base cans must be aligned parallel to the centerline with a tolerance of plus or minus 1/2 degree. Provide tighter tolerances if required by fixture manufacturer to meet Advisory Circular photometric performance criteria.

D. The term "top can section" has been generically used in the Contract Documents to describe a top can section, middle can section, base can extension and other similar components. The Contractor shall individually measure and identify the specific component(s) required to properly adjust the base can height in accordance with FAA requirements. The Contractor shall individually measure and record the bolt center on each base can to be extended and the required height of the base can top section necessary to place the fixture at the proper elevation. This recorded information shall be submitted as part of the asbuilt information.

E. Prior to placing the P-610 base can anchor and duct encasement the Contractor shall demonstrate to the Engineer that the related signs, fixtures, etc. can be wired in numerical order in accordance with the Contract Documents.

F. Before paving may proceed the Contractor shall demonstrate to the Engineer that the base cans are at the correct elevation, azimuth and rotation and that the proper clearance exists between the base can and the paving train.

G. Following the milling and paving operations, the Contractor shall commence the 2" core boring used to find the base can center and to determine the height of the top can section (less fixture and spacer ring thickness) within one working day of the final asphalt lift being placed. The contractor shall expedite the completion of this task in support of placing each order for the final top can sections within five working days of the completion of the finished paving.

H. At such time as the Contractor begins the process of raising the inpavement lights to the finished grades, the Contractor shall demonstrate to the Engineer the Contractor's processes to precisely locate the center of the base can being extended. The core drill diameter shall be limited to 0.50", +0.125" larger than the L-868 top can section/extension (12.5") or middle can section (13") that is being installed. The drilling technician shall accurately locate the core precisely over the center of the base can, and drill the core to the top of the concrete encasement of the base can. The coring machine shall be of sufficient mass and stability to prevent "wobble" and to ensure plumb cores. Following the coring operation, the Contractor shall remove the core, mud plate and plywood cover, and clean any loose laitance from the connection interface prior to installing the new top can section and new nominal 0.75" thick spacer ring with concrete ring and fixture. All concrete, debris and other materials that could prevent a complete metal to metal contact between the two base can section flanges shall be removed. The two base can flanges shall be in firm contact. Firm contact is defined as "the condition when the planes of contact between two contact surfaces are solidly seated against each other in continuous contact." Clean the base can interior prior to installing the fixture.

I. The Engineer shall verify fixture has been installed level at the proper elevation and azimuth. Following this validation, the Contractor shall install P-606 and P-605 in the annular spaces around the top can section and the spacer ring with concrete ring to complete the installation to final grade.

125-3.3 OPERATION AND MAINTENANCE MANUALS

A. The Contractor shall provide data for all equipment, material and components supplied or furnished under this section in the Operation and Maintenance Manuals. This data shall include cut sheets from the manufacturer and the manufacturer's installation, operation and maintenance manuals, recommended spare parts lists, any required test results, and other data as required by Item L-106. The manuals shall be in accordance with Item L-106. Final payment for any contract amounts shall not be processed without proper submittal of these manuals and review and acceptance by the Engineer.

125-3.4 INSPECTION AND TESTING

A. Because certain components may be inaccessible after final installation, base cans, signs and lighting shall be tested concurrently with installation except for photometric testing which may occur after all fixtures are installed. The airfield electrical installations shall be tested in accordance with the requirements of Item L-111. Systems Tests shall also be conducted as specified in Item L-

111. Any system installation errors or unacceptable discrepancies of installation shall be corrected, as directed by the Engineer and to the satisfaction of the Engineer.

B. The identification number for each light unit shall be checked to determine that the number is as assigned.

C. Elevation And Alignment. Light unit installation procedures shall be checked during construction and after the system has been completed to determine that the recommended fixture elevation and alignment is in accordance with design and manufacturer's installation requirements.

D. Securing Screws Or Bolts. All fixture securing screws or bolts shall be tightened in accordance with the manufacturer's recommendations.

E. Light Channels And Lenses. Each light fixture shall be checked to determine that the lenses and the channels in front of the lenses are clean and that the glassware is properly oriented.

F. Cables, Wiring, Splices and Ducts. All cables, wiring, and splices shall be tested in accordance with Item L-108 and L-111. All ducts and duct markers shall be checked to determine that the installation is in accordance with the Contract Documents. Underground ducts shall be inspected before cable installation is started.

METHOD OF MEASUREMENT

125-4.1 GENERAL

A. The quantity of airfield lighting units to be paid for under this item shall be the number of each type installed, complete and in place, ready for operation, and accepted by the Engineer. Each airfield lighting item shall include the installation of an identification plate or tag, spacer rings, spacer rings with concrete rings, adapter rings, single or multi-piece base can, lamp, testing, and other materials and appurtenances as detailed in the Contract Documents.

BASIS OF PAYMENT

125-5.1 GENERAL

A. Payment will be made at the contract unit price for each item completed in accordance with the Contract Documents that is installed by the Contractor and accepted by the Engineer. This price shall include all concrete, rebar, markers, tags, sealants, adhesives, excavation, backfill, dewatering, etc., necessary for the complete installation of the Item to the satisfaction of the Engineer. This price shall be full compensation for furnishing all materials and for all preparation, assembly, survey and installation of these materials, and for all labor, equipment, tools, incidentals, and appurtenances necessary to complete these items. **ALL ITEMS ARE NEW AND UNUSED UNLESS SPECIFICALLY NOTED OTHERWISE.**

B. **"A"** Denotes installation of a new fixture on a new base can in existing asphalt pavement with or without mill and overlay activities. Semiflush fixtures shall be installed utilizing a new two piece base can and ¾" nominal spacer ring with concrete ring. ¾" galvanized steel blank covers shall be installed utilizing a new two piece base can and ¾" nominal spacer ring with concrete ring. See details.

C. **"C"** Denotes installation of a new fixture on a new base can in existing PCC Pavement. Semiflush fixtures shall be installed utilizing a new base can and ¾" Nominal spacer ring with concrete ring. ¾" galvanized steel blank covers shall be installed utilizing a new base can and ¾" nominal spacer ring with concrete ring. See details.

D. Identifiers are used in combination with symbols provided in the electrical legend to assist the Contractor in identification of the complete scope of work involved within each area of the project. See legend to determine if fixture is required to be LED type. The term "top can section" is generically used to describe a top can section, middle can section, base can extension and other similar components. The contractor is responsible to identify and measure the specific component required to properly adjust the base can height in accordance with FAA requirements.

Payment will be made under:

If any of the following bid items are not included in the bid, the quantity is hereby specified as zero.

Item L-125-1 **L-852D Runway Edge Light-Clear/Yellow (A)**

L-850C, Bi-directional, 180 degree yellow, 180 degree clear, Quartz MIRL R/W edge light, style 3, with adapter ring, mounted on a L-868B deep base can with a properly sized spacer Ring and properly sized L-830 transformers, L-823 connectors, and all incidentals. Align and level as required (A) Denotes installation of a new fixture on a new base can in existing asphalt pavement with or without mill and overlay activities. -- per each.

Item L-125-2 **L-852D Runway Edge Light-Clear/Yellow (C)**

L-852D, Bi-directional, 180 degree yellow, 180 degree clear, Quartz MIRL R/W edge light, style 3, with adapter ring, mounted on a L-868B deep base can with a properly sized spacer ring and properly sized L-830 transformers, L-823 connectors, and all incidentals. Align and level as required.
(C) Denotes installation of a new fixture on a new base can in existing PCC Pavement. -- per each.

Item L-125-3 **L-850D Runway Edge Light-Red/Green**

L-850D, Bi-directional, 180 degree red, 180 degree green, Quartz MIRL Threshold, style 3, with adapter ring, mounted on a L-868B deep base can with a properly sized spacer ring and properly sized L-830 transformers, L-823 connectors, and all incidentals. Align and level as required -- per each.

Item L-125-4 **L-861 Runway Edge Light-Clear/Clear (A)**

L-861, Bi-directional, 360 clear, Quartz, MIRL R/W edge light, column mounted on a L-867B/D deep base can with a "corten" or accepted equivalent base plate with gasket and properly sized L-830 transformer, L-823 connectors, and all incidentals. Align and level as required. The overall height shall be 14". (A) Denotes installation of a new fixture on a new base can in existing asphalt pavement with or without mill and overlay activities. -- per each.

Item L-125-5 **L-861 Runway Edge Light-Clear/Yellow (A)**

L-861, Bi-directional, 180 degree yellow, 180 degree clear Quartz MIRL R/W edge light, column mounted on a L-867B/D deep base can with a "corten" or accepted equivalent base plate with gasket

and properly sized L-830 transformer, L-823 connectors, and all incidentals. Align and level as required. The overall height shall be 14". (A) Denotes installation of a new fixture on a new base can in existing asphalt pavement with or without mill and overlay activities. -- per each.

Item L-125-6 L-861 Runway Edge Light-Clear/Yellow (C)

L-861, Bi-directional, 180 degree yellow, 180 degree clear Quartz MIRL R/W edge light, column mounted on a L-868B deep base can with an adapter plate, "corten" or accepted equivalent base plate with gasket and properly sized L-830 transformer, L-823 connectors, and all incidentals. Align and level as required. The overall height shall be 14". (C) Denotes installation of a new fixture on a new base can in existing PCC Pavement. -- per each.

Item L-125-7 L-861E Runway Threshold Light-Green/Red

L-861E, Bi-directional, 180 degree green, 180 degree red, Quartz MIRL R/W threshold light, column mounted on a L-867B/D deep base can with a "corten" or accepted equivalent base plate with gasket and properly sized L-830 transformer, L-823 connectors, and all incidentals. Align and level as required. The overall height shall be 14" -- per each.

Item L-125-8 L-867B Base Can

L-867B 12" Diameter 24" deep base can with 1/2" galvanized steel blank cover and gasket secured with stainless steel bolts installed in turf or pavement, with concrete encasement all incidentals. Align and level as required -- per each.

Item L-125-9 L-867D Base Can

L-867D 16" Diameter 24" deep base can with 1/2" galvanized steel blank cover and gasket secured with stainless steel bolts installed in turf or pavement, with concrete encasement all incidentals. Align and level as required -- per each.

Item L-125-10 L-867E Base Can

L-867E 24" Diameter 24" deep base can with 1/2" galvanized steel blank cover and gasket secured with stainless steel bolts installed in turf or pavement, with concrete encasement all incidentals. Align and level as required -- per each.

Item L-125-11 Field Lightning Arrestor Assembly

This item includes all materials, labor, transportation, supervision and all incidentals to furnish and install a field lightning arrestor assembly in accordance with the Contract Documents -- per each.

MATERIAL REQUIREMENTS

AC 150/5345-3	Specification for L-821, Panels for the Control of Airport Lighting.
AC 150/5345-5	Circuit Selector Switch.
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits.

AC 150/5345-10	Specification for Constant Current Regulators and Regulator Monitors.
AC 150/5345-13	Specification for L-841 Auxillary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits.
AC 150/5345-26	FAA Specification for L-823 Plug and Receptacle, Cable Connectors.
AC 150/5340-28	Precision Approach Path Indicator (PAPI Systems
AC 150/5345-39	FAA Specification L-853, Runway and Taxiway Retroreflective Markers.
AC 150/5345-42	Specification for Airport Light Bases, Transformer Houses, Junction Boxes and Accessories.
AC 150/5345-43	Specification for Obstruction Lighting Equipment.
AC 150/5345-44	Specification for Taxiway and Runway Signs.
AC 150/5345-46	Specification for Runway and Taxiway Light Fixtures.
AC 150/5345-47	Specification for Series to Series Isolation Transformers for Airport Lighting Systems.
AC 150/5345-49	Specification L-854, Radio Control Equipment.
AC 150/5345-53	Airport Lighting Equipment Certification Program.
AC 150/5345-56	Specification for L-890 Airport Lighting, Control and Monitoring System (ALCMS).

REFERENCE DOCUMENTS

AC 120-57	Surface Movement and Guidance Control System.
AC 150/5200-18	Airport Safety Self-Inspection.
AC 150/5210-5	Painting, Marking and Lighting of Vehicles Used on an Airport.
AC 150/5300-13	Airport Design.
AC 150/5340-1	Standards for Airport Markings.
AC 150/5340-18	Standards for Airport Sign Systems.
AC 150/5340-26	Maintenance of Airport Visual Aid Facilities.
AC 150/5340-30	Design and Installation Details for Airport Visual Aids.
AC 150/5370-2	Operational Safety on Airports During Construction.

AC 150/5370-10	Standards for Specifying Construction of Airports.
NFPA-70	National Electrical Code.
NFPA-70E	Standard for Electrical Safety in the Workplace.
NFPA-780	Standard for the Installation of Lightning Protection Systems
ANSI-C2	National Electrical Safety Code.
FDOT Std	Standard Specifications for Road and Bridge Construction

END OF SECTION L-125

ITEM L-131

DEMONSTRATIONS, TESTS AND PERFORMANCE VERIFICATION COVER

Specification L-131, Demonstrations, Tests and Performance Verification is not an FAA Standard for Specifying Construction of Airports from AC 150/5370-10E.

There is no current FAA Construction specification applicable to this work. The major focal point of this item is to incorporate current methodology for demonstrating the new systems and system turnover to the Owner.

ITEM L-131

DEMONSTRATIONS, TESTS AND PERFORMANCE VERIFICATION

GENERAL

131-1.1

A. This item includes the furnishing of all labor, supervision, transportation, materials, equipment, services and all appurtenances necessary to provide demonstrations, testing and performance verification required to show electrical system compliance to the Contract Documents.

DEMONSTRATIONS

131-2.1 CHECK OUT MEMO.

131-2.2 Where required by the Contract Documents provide manufacturer assistance during the testing, start-up, performance verification, demonstrations and owner training.

131-2.3 GENERAL.

A. Demonstrate the essential features of the following electrical systems:

1. Airfield lighting fixtures

2. Constant Current Regulators/monitors

3. Airfield Lighting Control System

B. Each system shall be demonstrated once, but only after completion of testing.

C. The demonstration shall be held upon completion of all work involving the system, including testing. The demonstration date shall be agreed upon in writing by the Owner, Engineer, Maintenance Personnel and Contractor. The demonstration shall be conducted by the Contractor in the presence of the Owner, Engineer and Maintenance Personnel. Where required by the Contract Documents or at the Owner's request the Contractor shall have the Manufacturer's Representative attend the demonstration.

D. Prior to acceptance of the Work, the Contractor shall demonstrate to the Owner, Engineer and Maintenance Personnel all features and functions of all systems and shall instruct the Owner in the proper operation of the systems.

E. The demonstration shall consist of not less than the following:

1. Point out the actual location of each component of the system and demonstrate its function and its relationship to other components within the system.

2. Demonstrate the electrical systems by actual "start-stop" operation showing how to work controls, how to reset protective devices, how to replace fuses, and what to do in an emergency. Indicate each items relationship to the riser diagrams and drawings.

3. Demonstrate communication, signal, alarm and detection systems by actual operation of the systems and show how to reset signal, alarm and detection devices. Have personnel on hand to initiate alarm conditions, for example throw circuit breakers to demonstrate loss of power.

F. The Contractor shall furnish the necessary trained personnel to perform the demonstration and instructions, and shall arrange to have the manufacturer's representatives present to assist with the demonstrations.

G. All functional and operational testing of protective interlocking, automatic controls; instrumentation, alarm systems, and all other field testing of the main systems will be completed before the systems are demonstrated.

TESTS AND PERFORMANCE VERIFICATION

131-3.1 PERFORMANCE VERIFICATION.

A. Operate system for a 3-day period. Complete performance verification work as required to show that the system is operating correctly in accordance with design. Supply instruments required to read data. Adjust system to operate at the required performance levels. Tabulate data for submission. Submit data on 8 1/2 x 11" sheets with time and name of verifier.

B. When the project is completed in phases the Performance Verification and Demonstration task shall be completed as each phase is completed and shall be completed prior to each phase being turned over to or occupied by the Owner.

C. Where specific performance verification information is called for in the Contract Documents, use the forms provided for recording readings. Data shall be submitted and approved before Check-Out Memos are signed or a request for final inspection is made. Submit data in Operation and Maintenance Manuals.

131-3.2 TESTING.

A. Perform such tests as required by authorities having jurisdiction (AHJ) over the site, or tests/inspections as required by the Contract Documents.

B. All required component and system testing shall be satisfactorily completed and submitted in the Operation and Maintenance Manuals prior to the request to demonstrate the systems to the Owner.

C. There are no approved "repair" procedures for items that have failed testing. Items that have failed testing shall be replaced with new items in compliance with the Contract Documents. Any other corrective measures shall be approved by the Engineer. The addition of ground rod sections to the ground rods shall be considered as equivalent to equipment replacement.

131-3.3 CORRECTION OF ERRORS.

A. The Contractor shall immediately correct any errors or omissions in the Contractor's work, which are discovered during testing. This shall include but not limited to, improper phasing, misinterpretations of Contract Documents, incomplete grounding, damaged equipment or materials, or incomplete work the Contractor has already verified as being complete. The Contractor shall immediately replace, or complete these errors and omissions as soon as they are discovered by the Contractor or brought to the Contractor's attention. The Contractor shall effect immediate correction of such items even if it requires disruption of the Contractor's scheduled construction activities or work on an overtime basis. Failure to take immediate action or an excessive number of errors or omissions shall make the Contractor liable for the time lost by the Owner's operating forces, and any other personnel.

METHOD OF MEASUREMENT

131-4.1.1 The items described in this section are incidental to other sections and shall not be measured for payment.

BASIS OF PAYMENT

131-5.1.1 No direct payment shall be made for the work described in this section. The work described in this section is incidental to other items and shall be paid for in the respective bid item of which it is a component part.

END OF ITEM L-131

APPENDIX A

U.S. Department
of Transportation
Federal Aviation
Administration

Advisory Circular

Subject: AIRPORT SAFETY SELF-INSPECTION

Date: 04/23/04 **AC No:** 150/5200-18C
Initiated by: AAS-300 **Change:**

1. PURPOSE. This Advisory Circular (AC) provides information to airport operators on airport self-inspection programs and identifies items that airport operators should include in such a program.

2. FOCUS. Development of a self-inspection program in accordance with this AC represents an acceptable means of compliance with the 14 Code of Federal Regulations (CFR) Part 139 (Part 139) requirements.

3. CANCELLATION. Advisory Circular 150/5200-18B, Airport Safety Self-Inspection, dated 5/2/88, is cancelled.

4. RELATED READING MATERIAL.

a. 14 CFR Part 139, Certification of Airports. While Part 139 requirements are mandatory for a holder of a Part 139 Airport Operating Certificate, the regulation contains many safety practices that the Federal Aviation Administration recommends for use at all airports.

b. 14 CFR Part 77, Objects Affecting Navigable Airspace.

c. Current editions of the following advisory circulars:

(1) AC 150/5200-33, Hazardous Wildlife Attractants on or near Airports

(2) AC 150/5210-21, Airport Certification Manual (ACM). This reference is pertinent for certificated airports only.

(3) AC 150/5210-20, Ground Vehicle Operations on Airports.

(4) AC 150/5200-28, Notices to Airmen (NOTAMs) for Airport Operators.

(5) AC 150/5200-30, Airport Winter Safety and Operations.

(6) AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport.

(7) AC 150/5230-4, Aircraft Fuel Storage, Handling, and Dispensing on Airports.

(8) AC 150/5300-13, Airport Design.

(9) AC 150/5340-1, Standards for Airport Markings.

(10) AC 150/5340-18, Standards for Airport Sign Systems.

(11) AC 150/5340-21, Airport Miscellaneous Lighting Visual Aids.

(12) AC 150/5340-24, Runway and Taxiway Edge Lighting System.

(13) AC 150/5340-26, Maintenance of Airport Visual Aid Facilities.

(14) AC 150/5370-2, Operational Safety on Airports During Construction.

(15) AC 150/5370-10, Standards for Specifying Construction of Airports.

d. Obtain the latest version of the free Advisory Circular publications from the FAA on its Web site at **www.faa.gov/arp/**. In addition, these ACs are available by contacting the U.S. Department of Transportation, Subsequent Distribution Office, SVC-121.23, Ardmore East Business Center, 3341 Q 75th Avenue, Landover, MD 20785. All FAA ACs are listed in the Advisory Circular Checklist, AC 00-2.1, which is available on the internet. The Checklist also explains how to obtain the circulars.

5. BACKGROUND.

a. While some hazardous airport conditions develop virtually instantaneously, others are gradual. It is important that the airport operator have an airport safety self-inspection program that monitors specific airport conditions in order to identify unsatisfactory conditions for prompt corrective actions. A number of airport operators have some form of a safety self-inspection program. The programs vary in scope and effectiveness from verbal instructions and unscheduled and unrecorded inspections to very comprehensive inspection programs with multiple daily schedules and widely distributed responsibilities.

b. At airports certificated under 14 CFR Part 139, the self-inspection program is a key component of an airport operator's airport certification program and required under §139.327. An effective self-inspection program enables an airport operator to operate in compliance to Part 139 standards on a day-to-day basis. In accordance with Part 139, all airports must have an Airport Operating Certificate if serving—

(1) Scheduled or unscheduled passenger operations of an air carrier with aircraft having a seating capacity of more than 30 passengers, or

(2) Scheduled passenger operations with aircraft having a seating capacity of more than 9 and less than 31 passengers.[1]

One of the requirements of Part 139 is that the operator of each certificated airport regularly conduct a daily safety self-inspection to ensure that prompt corrective action is taken to eliminate unsafe conditions on the airport. The specific requirements of the self-inspection program at each certificated airport are addressed in the airport certification manual.

c. This AC suggests components, responsibilities, and items for regularly scheduled, continuous surveillance, periodic condition and special inspections, and checklists for use during any of these airport safety self-inspections. This guidance can be modified as necessary to meet local situations. The information and guidance in this publication serve as a basis by which airports operators may develop their own safety self-inspection programs.

6. RESPONSIBILITIES.

a. Safety Self-Inspection. Self-inspection is a primary responsibility of the airport owner, operator, or a duly authorized representative. It is customary to assign the job of assuring overall airport ground safety to the airport manager or operations supervisor. Primary attention should be given to such operational items as pavement areas, safety areas, markings, signs, lighting, aircraft rescue and fire fighting, fueling operations, navigational aids, ground vehicles, obstructions, public protection, wildlife

[1] Part 139 is only applicable in the State of Alaska to airport operators serving scheduled or unscheduled passenger operations of an air carrier with aircraft having a seating capacity of more than 30 passengers.

hazard management, construction, and snow and ice control. Inspection of areas that have been assigned to individual air carriers, fixed base operators, or other tenants can be made the responsibility of the user. However, at Part 139 airports, the FAA will hold the certificate holder ultimately responsible for operating the airport safely.

b. Recommended Inspection Frequency.

(1) Regularly scheduled inspection. The airport should be inspected at least daily during times when aircraft activity is minimal in order to create the least impact on airport operations. Part of this inspection should be done during the hours of darkness at those airports that serve air carriers after dark.

(2) Continuous surveillance inspection. Those activities and facilities that have been identified to require continuous surveillance should be inspected any time personnel are in the air operations area. Hazardous conditions can occur at any time and in a short period of time.

(3) Periodic condition inspection. Periodic condition inspection of activities and facilities can be conducted on a regularly scheduled basis but less frequently than daily. The time interval could be weekly, monthly, or quarterly, depending on the activity or facility.

(4) Special inspection. Special inspections of activities and facilities should be conducted after receipt of a complaint or when an unusual condition or unusual event occurs on the airport, such as a significant meteorological event or an accident or incident. Special inspections should also be conducted at the end of construction activity to ensure that there are no unsafe conditions present related to the construction activity. A special inspection should be conducted prior to construction personnel leaving the airport in the event that corrective actions are necessary. Special inspections should be documented on the appropriate portions of the regularly scheduled inspection checklist.

c. Inspection Records. An effective safety self-inspection program includes procedures for reporting and correcting deficiencies. This means that the airport operator should have a work order system in place so that deficiencies can be corrected in an expeditious manner.

(1) The operator should issue a Notice to Airmen (NOTAM), as appropriate, through the appropriate Flight Service Station (FSS) reporting deficient conditions that could have an immediate and critical impact on the safety of aircraft operations. When corrective actions have been taken, the NOTAM should be cancelled. At Part 139 airports, other similar systems and procedures may be used if approved by the FAA.

(2) For even the smallest airport, it is desirable to use a safety self-inspection checklist that constitutes a written record of conditions noted, and acts as a check on follow-up actions taken. The scheduled use of a dated checklist will assure the regularity and thoroughness of safety inspections and follow-up. The checklist can be an important administrative tool for airport management. It can provide a snapshot of the condition of the airport, indicating trends, defining problem areas, indicating systems that are beginning to deteriorate and helping to define budgetary requirements. It is most desirable to use a format (see examples, Appendices 1–5) in which each inspected area of the airport complex is positively noted. Retain the checklist until indicated actions are completed. Airports certificated under Part 139 must retain the regularly scheduled inspection checklist for 12 months. Airports may use additional, specialized materials and forms, such as maintenance work orders, NOTAMs, fire station and first aid reports, etc. Some airport operators use computerized versions specifically designed to meet their self-inspection requirements. There are several vendors that have developed these computer programs that can use laptops and Personal Data Assistants (PDAs). However, the regularly scheduled inspection checklist should be the basic log documenting that safety inspection responsibilities are being met.

d. Follow-up. The airport operator should follow up on complaints or requests for corrective action and on all deficient items or problem areas noted during the daily inspection. Determine which problems

require immediate attention and treat those with highest priority, including developing appropriate NOTAM notification.

7. INSPECTION TECHNIQUES.

Inspectors should vary the pattern of the inspection. Fixed inspection patterns, while easy to learn, do not provide for an adequate inspection. The use of such fixed inspection patterns can lead to complacency and to the possibility of missing items that are in need of correction. When conducting an inspection on a runway and when there is time to do only one pass on that runway, inspection personnel, whenever practical, should drive towards the direction of landing aircraft with high intensity flashing beacon and headlights on day and night. This practice will enable self-inspection personnel to see approaching aircraft and improve visibility of the vehicle to pilots. However, it is recommended that a runway inspection be done in both directions. Inspection personnel should also drive the stub taxiways between the runway and parallel taxiway as these areas are commonly overlooked.

8. KNOWLEDGE AND EQUIPMENT FOR SELF-INSPECTION.

a. Airport personnel who conduct safety self-inspections (referred to as inspectors in this AC) should receive training in at least the following areas:

b. Inspectors should know the location and types of airport facilities, airport rules and regulations and, at Part 139 airports, be familiar with the FAA-approved Airport Certification Manual.

(1) Airport familiarization, including airport signs, marking, and lighting;

(2) Airport Emergency Plan (if the airport has one);

(3) Notice to Airmen (NOTAM) notification procedures;

(4) Procedures for pedestrians and ground vehicles in movement areas and safety areas;

(5) Airport inspection procedures and techniques; and

(6) Discrepancy reporting procedures.

c. Inspectors should know the FAA Advisory Circular standards applicable to the airport and have access to copies for reference. Some applicable standards can be found in the FAA Advisory Circulars listed in paragraph 3c. (This is not an all-inclusive list.). They can also be found on the Internet at **www.faa.gov.**

d. Inspectors should have a vehicle equipped with:

(1) a two-way ground control radio capable of communicating with the Airport Traffic Control Tower on controlled airports and on the Common Traffic Advisory Frequency (CTAF) or UNICOM at uncontrolled airports (or at controlled airports when the tower is closed);

(2) a beacon for nighttime (or inclement weather conditions) inspections; and

(3) either a beacon or checkered flag for daytime inspections.

e. Inspectors should know and use correct radio communication phraseology, procedures and techniques, as specified in the Aeronautical Information Manual. If the airport operator uses airport police to do all or part of the self-inspection, the police should use aviation terminology and not 10-4 codes.

f. Inspectors should be supplied with checklists covering the various inspection areas (sample airport safety self-inspection checklists are contained in Appendices 1–5). While format of checklists vary, it is important to develop a checklist that is useful for the airport and its operation. If certain

inspectors will be responsible for only certain items, separate checklists pertinent to those areas may be developed. A sketch of the airport should accompany the checklist so that the location of problems can be marked for easy identification.

g. Inspectors should review the most recently completed checklist from the previous inspection cycle prior to beginning the inspection.

h. If construction is in progress, inspectors should be familiar with the safety plan for the project.

i. If the airport is certificated under Part 139, inspectors should be familiar with the airport certification manual requirements concerning training and self-inspection.

9. COMPONENTS OF A SAFETY SELF-INSPECTION PROGRAM. A successful safety self-inspection program has four components:

a. A regularly scheduled inspection of physical facilities (which must be conducted daily at airports certificated under Part 139 or in accordance with the FAA-approved airport certification manual). If the airport serves air carriers after dark, there should also be a nighttime inspection of lighting;

b. Continuous surveillance inspection of certain airport activities, such as fueling operations, construction, airfield maintenance;

c. A periodic condition inspection program for such things as surveying approach slopes, obstructions, etc.; and

d. Special condition inspections during unusual conditions or situations, such as changing weather or days of unusually high number of aircraft operations.

10. REGULARLY SCHEDULED INSPECTION.

The regularly scheduled inspection consists of specific observations of airport physical facilities on at least a daily basis. This inspection should concentrate on the areas described in this section, which are also included in Appendix 1. If deficiencies exist, the inspector should indicate the deficient item and identify its location on a airport sketch, providing dimensions and depths, as necessary. If appropriate, the inspector should take photographs to document the condition.

a. Pavement Areas. The condition of pavement surfaces is an important part of airport safety. Pavement inspection should be conducted daily before flight operations commence to ensure pavement surfaces are clear. As a minimum, a daily inspection should be performed of all paved areas that are the responsibility of the airport operator or as specified in the FAA-approved Airport Certification Manual. During the pavement inspection, the inspector should:

(1) Check the pavement lips—the area between full-strength pavement and shoulders or paved shoulders and safety areas—to assure that they are no greater than necessary to allow water to drain off the pavement. A lip height no greater than 1 1/2 inches is usually sufficient to allow proper drainage. (At airports certificated under Part 139, pavement lips shall not exceed 3 inches as stated in § 139.305.)

(2) Determine if there are any cracks wide enough to cause directional control problems for an aircraft. Report and monitor these cracks.

(3) Determine if there are any holes that could cause directional control problems for an aircraft. (At airports subject to Part 139. any hole that cannot be covered by a 5-inch circle, and the side slope at any point in the hole that exceeds 3 inches in depth and is 45 degrees or greater, is a discrepancy. If the hole cannot be covered by a 5-inch circle but the side slope at any point in the hole that exceeds 3

inches in depth or is less than 45 degrees, it may be a discrepancy if it is determined to be a surface variation that could impair directional control of an air carrier aircraft.)

(4) Check the condition of pavement areas for cracks, scaling, spalling, bumps, low spots, and for debris that could cause foreign object damage to aircraft.

(5) Check for vegetation growth along runway and taxiway edges that may impede drainage from the pavement surface.

(6) Check for vegetation growth in cracks.

(7) Report and monitor any cracks, holes, variations and vegetation that can cause loss of aircraft directional control or may cause pavement damage, including damaged caused by damming or ponding water.

b. Safety Areas. The inspector should know the dimensions of the runway and taxiway safety areas at the airport. At airports certificated under Part 139, the dimensions of the safety areas should be documented in the airport certification manual. During the safety area inspection, the inspector should:

(1) Determine if there are any hazardous ruts, depressions, humps or variations from the normal smooth surface.

(2) Check to ensure no object is located in a safety area, except objects that must be in the safety areas because of their functions (such as runway lights, signs, or navigational aids). These objects must be constructed on frangibly mounted structures of the lowest practical height. At Part 139 airports, the frangible point must be no higher than 3 inches above grade.

(3) Determine if the base for any equipment in safety areas is at grade level (especially during the winter thaw) and equipment and NAVAIDs mounted on frangible couplings.

(4) Check to ensure that manhole and handhole covers are at grade level and can support vehicles and aircraft. Check to ensure that mounts for light fixtures are at grade level.

(5) Check for surface variation and other damage caused by rodents or other animals.

(6) Report any objects that are not frangible or not at grade level. Also report extraneous equipment and objects, such construction equipment, and surface variations that would cause damage to an aircraft or impede emergency response vehicles. At airports certificated under Part 139, issue a NOTAM regarding objects in the safety area contrary to § 139.309 (see § 139.339)

c. Markings. Airport markings provide important information to pilots during takeoff, landing, and taxiing. To avoid confusion and disorientation, airport markings should be in compliance with FAA marking standards specified in AC 150/5340-1, Standards for Airport Markings. (Compliance with these standards is mandatory for operators of airports certificated under Part 139 and for airport operators that have accepted Federal funds for runway and taxiway construction/rehabilitation.) The inspector should know the appropriate markings required at the airport. During the marking inspection, the inspector should:

(1) Check markings for correct color-coding, peeling, blistering, chipping, fading, and obscurity due to rubber buildup.

(2) Check to see if all runway hold position markings are clearly visible.

(3) During and after construction projects, check new markings for compliance with FAA marking standards.

(4) If the markings have glass beads, check markings during periods of darkness to determine if the reflectivity of glass beads is adequate at night.

(5) Report and monitor any nonstandard marking or markings that are obscured, faded or deteriorating.

d. Signs. Signs provide important information to pilots while taxiing. To avoid pilot confusion and disorientation, airport signs should be in accordance with FAA sign standards specified in AC 150/5340-18, Standards for Airport Sign Systems. (Compliance with these standards is mandatory for operators of airports certificated under Part 139 and for airport operators that have accepted Federal funds for runway and taxiway construction/rehabilitation.) The inspector should know the appropriate sign standards and specifications at the airport and at a Part 139 certificated airport, ensure signs comply with the FAA-approved Sign Plan.

(1) Check signs to ensure they are easy to read, in accordance with color standards, retro-reflective, and that all lighted signs are working and not obscured by vegetation, dirt, snow, etc.

(2) Check signs to ensure they are frangibly mounted and concrete bases are properly maintained at grade level.

(3) Check to see that sign panels are not missing or damaged, that they have the correct legend and arrow orientation, and that they are not cracked or broken.

(4) During and after construction projects, check new signs for compliance to FAA sign standards and, at Part 139 airports, in accordance with the FAA-approved Sign Plan.

(5) During periods of darkness, check signs to ensure they are properly illuminated. Ensure mandatory instruction signs are illuminated with the associated runway lighting system. Check signs for correct operations; that they are on the correct circuits, they do not flicker and that they follow the intensity setting of the runway or taxiway lights.

(6) Report and monitor any nonstandard sign or any sign that is not functioning, is faded or damaged. At airports certificated under Part 139, issue a NOTAM regarding any malfunctioning holding position sign or ILS critical are sign, as specified under § 139.339

e. Lighting. At night and during periods of low visibility, lighting is important for safe airport operations. Lights come in different shapes, sizes, colors, and configurations and can be located either in the pavement or along its edges. Inspection of lighting is best accomplished during periods of darkness in order to evaluate lighting systems when they provide the primary visual aid for pilots. The inspection should concentrate on the lighting owned by the airport operator. However, the inspector should observe any lighting owned or operated by others and report any observed problems immediately to the appropriate responsible owner. During the lighting inspection, the inspector should:

(1) Check to ensure that the following are operable, if installed, and that vegetation or deposits of foreign material do not obscure the light fixture.

(i) Runway and taxiway edge lights;

(ii) Apron edge lights;

(iii) Runway centerline and touchdown zone lights;

(iv) Taxiway centerline lights or centerline reflectors;

(v) Runway threshold/end lights; and

(vi) Runway guard lights (both elevated and in-pavement, if installed).

(2) Check that the following are operable, if installed:

(i) Ramp lights and floodlights used in construction to ensure they are properly shielded);

(ii) Obstruction lights; and

(iii) Lighting in fuel storage areas.

(3) Report all fixtures missing and lights that are not working or appear dim.

(4) Report any missing or broken light fixture lenses.

(5) Ensure that runway and taxiway lights and runway threshold lights are the proper color and are oriented correctly.

(6) Check that lights function properly through the manual or radio control features, and that photocell controls function properly.

(7) Check the lights for proper alignment, aiming and correct changes in intensity, for correct height, erosion around the bases and the height of frangibility.

f. Navigational Aids (NAVAIDs). The inspection of NAVAIDs should concentrate on the visual navigational aids owned by the airport operator. However, the inspector should observe any navigational aids owned or operated by others, such as the FAA, and report any observed problems immediately to the NAVAID owner. During the inspection of NAVAIDs, the inspector should:

(1) Determine if the segmented circle is clear of vegetation and that it can be seen easily from the air.

(2) Determine if the airport rotating beacon is visible and working properly.

(3) Check the wind cone(s) to ensure that it swings freely, the cone fabric is not faded or frayed, and, if lighted, that all lights are operating.

(4) Determine if the Runway End Lights (RENLs, formerly known as Runway End Identifier Lights) are flashing in proper sequence and mounted on frangible couplings.

(5) Check Visual Glide Slope Indicators (VASIs, PLASIs, or PAPIs) to ensure that their lights are working and mounted on frangible couplings.

(6) Determine if the Approach Lighting systems are functioning properly.

(7) Report and monitor any NAVAID that is malfunctioning, inoperable or misaligned, damaged or missing.

g. Obstructions. The inspection of obstructions should concentrate on a visual check of construction underway on or near the airport that could affect aircraft operations. This also includes checking for any vegetation, especially, trees, that may penetrate the Part 77 surfaces. During the inspection of obstructions, the inspector should:

(1) Check to ensure that construction equipment, especially tall cranes being used at construction sites, are not an obstruction. If construction is found and thought to create an obstruction, the airport operator should determine if proper notification to FAA, such as is required through Part 77 or Airport Layout Plan review, has been provided.

(2) Determine if obstructions are properly marked and lighted.

(3) Direct any person proposing construction near a public-use airport meeting the notice requirements contained in Part 77, Objects Affecting Navigable Airspace, to the Air Traffic Division or Airports District Office immediately if their construction has not been reported to the FAA.

(4) Report and monitor any obstruction light that is missing, inoperative or damaged, and any object that appears to be an obstruction and is not properly marked or lit.

h. Fueling Operations. The daily inspection on aircraft fueling operations should concentrate on a quick inspection for the most common problems concerning compliance with local fire safety codes at fuel storage areas and with mobile fuelers. The inspection should also include security, fire protection, general housekeeping, and fuel dispensing facilities and procedures. A more detailed fueling operation inspection should be scheduled quarterly (see Quarterly Fueling Operations under Periodic Condition Inspection). During the daily inspection of aircraft fueling operations, the inspector should:

(1) Determine if the fueling operator is permitting any unsafe fueling practices or is in violation of local fire code, such as failure to bond aircraft with the mobile fuelers during fueling operations or fueling personnel smoking while fueling aircraft.

(2) Check to ensure that the appropriate signs for the fuel farm are installed and that all gates are locked except when the facility is occupied by an authorized user.

(3) Report and monitor any unsafe fueling practices and violation of local fire codes. At Part 139 airports, report any noncompliance with fuel fire safety procedures specified in the FAA-approved Airport Certification Manual.

i. Snow and Ice. The inspector should be familiar with the airport's snow and ice removal procedures and guidance provided in AC 150/5200-30, Airport Winter Safety and Operations. At Part 139 certificated airports, the inspector should be familiar with the airport's FAA-approved Snow and Ice Control Plan. During the snow and ice control inspection, the inspector should:

(1) Determine if any lights and signs are obscured by snow or damaged by snow removal operations.

(2) Check to ensure that snow banks and drifts next to the runway and taxiways provide clearance for aircraft wing tips, engines, and propellers.

(3) Check to ensure that snow is not piled across the runway threshold or across runway/runway intersections.

(4) Check to be sure that no foreign objects are left on the pavement from snow removal operations.

(5) Check to ensure that snow removal operations have not blocked any taxiways or access routes dedicated for aircraft rescue and fire fighting equipment.

(6) Check to ensure that snow is not accumulated or piled in the critical areas for electronic NAVAIDs.

(7) Check for and report slippery pavement conditions in terms of either braking action or MU values. If a friction measurement device is available, issue the appropriate numbers obtained from the equipment. (Do not attempt to correlate friction measurement numbers with braking action reports.)

(8) Report and monitor any snow and ice accumulation that has been missed by the snow and ice removal operation, and any dangerous condition created by such operations, such as obscured signs or lights. At airports certificated under Part 139, issue a NOTAM regarding snow, ice, slush or water on the movement area or loading ramps, and parking areas, as specified under § 139.339.

j. Construction. The inspector should be familiar with the airport's construction safety procedures and guidance provided in AC 150/5370-2, Operational Safety on Airports During Construction. At Part 139 certificated airports, the inspector should be familiar with the airport's FAA-approved Construction Safety Plan. During the construction inspection, the inspector should:

(1) Determine if stockpiled material and construction materials are properly stored to keep them from being moved by wind, jet blast, or prop wash, and is not left in safety areas or movement area.

(2) Check all construction adjacent to movement areas to ensure areas are identified with conspicuous marking and lighting.

(3) Determine if construction equipment (such as bulldozers, cranes, etc.) are marked and lighted and parked clear of the safety areas.

(4) Ensure construction barricades are properly positioned to define the limits of construction and hazardous areas and, if barricades are lighted, check to ensure lights are working properly and are positioned correctly.

(5) Check to ensure that debris and foreign objects are continuously being picked up around construction areas.

(6) Check for open trenches in the safety areas or adjacent to movement areas.

(7) Check operation of lighting in areas adjacent to construction daily before the construction crews depart for the day. In particular, ensure that mandatory instruction signs remain lit with the associated runway lights, even on taxiways that have been closed for construction.

(8) Check NOTAMs daily during construction projects to ensure they accurately reflect the conditions on the airport.

(9) Verify that closed taxiways or runways are properly marked and lighted.

(10) Report and monitor any dangerous condition created by construction activity, including damage to signs, lights, markings and NAVAIDS or equipment and supplies left in movement areas and safety areas.

k. Aircraft Rescue and Fire Fighting. During the inspection of aircraft rescue and fire fighting (ARFF) capabilities, the inspector should:

(1) Check the status of ARFF response, including the availability of equipment, fire fighters and extinguishing agent. At Part 139 airports, ensure that such ARFF capabilities comply with the FAA-approved Airport Certification Manual and that the airport's ARFF Index is still appropriate for air carrier aircraft served.

(2) Ensure alarm and emergency notification communication systems are operable.

(3) Determine the adequacy of available fire extinguishing agents.

(4) Check for construction or maintenance activity on the movement area that could affect ARFF response routes. Ensure that the ARFF Department has been notified if construction or maintenance activity could affect emergency response routes.

(5) Report and monitor any ARFF vehicle, equipment or extinguishing agent that is not available or inoperative; any ARFF personnel that are not available; and any changes to aircraft that may require a change to ARFF capabilities. At Part 139 airports, notify the FAA if ARFF vehicles is inoperative and cannot be replaced immediately, as specified under § 139.319(g) and issue a NOTAM regarding non-availability of any rescue and firefighting capability, as specified under § 139.339.

l. Public Protection. During the public protection inspection, check gates, fencing, locks, and other safeguards are in place and functioning properly to prevent inadvertent entry to movement areas by unauthorized persons and vehicles and offer protection from jet blast. Report and monitor any safeguards that are damaged or missing. In accordance with the airport's security plan, report unauthorized persons or vehicles in the movement area (airports regulated by the Transportation Security Administration may have additional requirements for reporting and responding to unauthorized persons and vehicles).

m. Wildlife Hazard Management. During the wildlife hazard inspection, the inspector should check for evidence of birds or animals on the runways, taxiways, aprons, and ramps or other signs that

wildlife problems may have developed - such as large flocks of birds on or adjacent to the airport. Wildlife hazards found during the daily self-inspection should be properly documented. All dead wildlife found and all wildlife aircraft strikes should be reported to the FAA on the FAA Form 5200-7, Bird/Other Wildlife Strike Report. This form may be obtained from the FAA Internet site, at **www.faa.gov.** Additionally, the inspector should check fencing and gates for wildlife accessibility and should ensure that wildlife control equipment is available and operational.

11. CONTINUOUS SURVEILLANCE INSPECTION. Continuous surveillance inspection consists of general observation of activities for compliance with regulations, procedures, etc., as well as abnormalities with physical facilities that are readily apparent. This is performed any time inspection personnel are on the air operations area. Continuous surveillance of airport physical facilities and activities should cover at least the areas described in this section, which are also included in Appendix 2.

a. Ground Vehicles. During the continuous surveillance inspection of ground vehicles, the inspector should:

(1) Determine if vehicle drivers are following the airport's procedures and arrangements for the orderly operations of ground vehicles (including mowing machines or other maintenance vehicles in the safety areas). Extra attention should be paid to ground vehicle activity during construction, winter operations, and other special events.

(2) Report and monitor any vehicle operator that is not complying with the airport's vehicle procedures and arrangements.

(3) Report any ground vehicle accident observed and any ground vehicle signs and markings that are damaged, missing or obscured.

b. Fueling Operations. The inspector should:

(1) Emphasize fire and explosion hazards inherent in aircraft refueling.

(2) Ensure proper bonding is being used, deadman controls are not blocked, and no smoking prohibitions are being observed, and aircraft are not being fueled inside hangars.

(3) Check for proper parking of mobile fuelers to ensure these vehicles are at least 10' apart and 50' from buildings.

(4) Check for fuel leaks or spills in the fuel storage area and around mobile fuelers.

(5) Determine if the fuel farm is free of flammable materials, including litter and vegetation.

(6) Report and monitor any of unsafe fueling conditions discussed above and other obvious violations of local fire code and airport fuel fire safety procedures.

c. Snow and Ice. During the continuous surveillance inspection of snow and ice removal operations, the inspector should check snow or ice covered pavements and report and monitor any surfaces where snow and ice may affect the safety of aircraft operations. In addition, the inspector should monitor snow and ice removal NOTAMS to ensure they remain current and issue timely corrections, as necessary. If the airport uses other means to notify tenants of snow and ice removal operations, e.g., faxed or electronic messages, the inspector should also monitor this information for accuracy. Check to ensure that snow or ice on pavement surfaces does not affect the safety of aircraft operations and that NOTAMS are current.

d. Construction. The Inspector should check construction projects to ensure that the contractor is following the construction safety plan. During the continuous surveillance inspection of construction activity, the inspector should check for, and report, any of the following conditions:

(1) Unauthorized use of runways, taxiways, and aprons by construction personnel and equipment.

(2) Conditions that may result in runway incursions and other irregularities. This includes ensuring that construction areas are delineated appropriately with barricades, cones, markings, etc.

(3) Construction equipment is not operated in ILS/MLS critical areas unless coordination with FAA has been accomplished.

(4) Perimeter gates are left open and unattended, unlocked or construction vehicles and personnel are not following access and escort procedures.

(5) Construction vehicles not properly marked or missing appropriate flags and/or beacons.

(6) Foreign object debris on haul roads adjacent to movement areas that can be tracked onto taxiways, aprons, and ramp areas.

(7) Confusing or missing signs, markings or lighting that could potentially confuse or mislead pilots.

(8) Barricades and lighting are in place and operational.

e. **Public Protection.** Pay special attention to public protection during construction and special events. During the continuous surveillance inspection of safeguards used to protect the public, the inspector should check for, and report, any of the following conditions:

(1) Unauthorized personnel, vehicles, and animals, particularly in areas aircraft passengers and the general public are present on the air carrier ramp and other portions of the movement area, i.e, remote aircraft parking locations.

(2) Inoperable or blocked gates, particularly those that would impede access by aircraft rescue and fire fighting equipment.

(3) Open or unlocked gates and missing or damaged signs posted to prevent unauthorized access to the airfield.

(4) Damaged or missing jet blast fences.

f. **Wildlife Hazard Management.** During the continuous surveillance inspection of wildlife hazards, the inspector should check for, and report, any of the following conditions:

(1) Birds or animals, such as dogs, deer, etc., on or adjacent to the runways, taxiways, aprons, and ramps to determine if there is a potential wildlife hazard problem.

(2) Potential hazard created by birds on or adjacent to the airport.

(3) Wildlife strikes and carcasses found on the runways. Report these on FAA Form 5200-7, Bird/Other Wildlife Strike Report. This form may be obtained from the FAA Internet site at **www.faa.gov.**

g. **Foreign Object Debris (FOD).** The inspector should continuously check for, and remove any FOD in movement areas, aircraft parking areas and loading ramps.

12. PERIODIC CONDITION INSPECTION. Periodic condition inspections consist of specific checks of physical facilities on a regularly scheduled basis (but less frequently than daily). Checks may require use of equipment (e.g., Walker Bar to measure VASI glide slope angles or transit to survey approach slopes, or continuous friction measurement equipment) or checking specific features of physical facilities. Periodic inspection of airport physical facilities and activities should cover at least the areas described in this section, which are also included in Appendix 3.

a. Pavement Areas. The inspector should check pavement surfaces for rubber buildup, polishing, or other items affecting friction.

b. Markings. The inspector should:

(1) Check pavement markings to ensure they are correct and clearly visible. Markings on concrete and faded asphalt should be outlined with a black border.

(2) Determine if markings are visible at night, especially examine for rubber buildup in the touchdown zone areas.

c. Signs. The inspector should check signs faces for peeling and for fading or faded colors.

d. Quarterly Fueling Inspections. Airports certificated under Part 139 are required to establish fire safety standards for safe fueling operations and conduct quarterly inspections of the fueling facilities. The inspection procedures in this section are based on the NFPA 407 fire code for airport fueling operations, which is one of the more common fire codes in effect at certificated airports. The fire safety standards for fueling operations should be listed in the Airport Certification Manual (ACM) and the quarterly inspections should be conducted for compliance to the fueling fire safety standards listed in the ACM. Sample quarterly inspection checklists for fuel storage areas and mobile fuelers are included in Appendix 5. Typical fire safety standards to inspect quarterly are listed below. Airports certificated under Part 139 are required to maintain a record of this inspection for at least 12 months.

(1) Fuel storage areas and loading/unloading stations. The inspector should:

(i) Check fuel storage areas for adequate fencing and security to prevent unauthorized access or tampering.

(ii) Check for "No Smoking" signs that are clearly visible.

(iii) Check fuel storage areas for materials such as trash or vegetation that could contribute to the spread of fire. Also check for equipment, functions or activities that could be ignition sources.

(iv) Note if fueling equipment appears to be in good operating condition and free of fuel leaks.

(v) Check piping for reasonable protection from damage by vehicles if piping is above ground.

(vi) Check fuel storage areas for at least two accessible and serviceable fire extinguishers. Where the open hose discharge capacity of the equipment if more than 200 gallons per minute, at least one wheeled extinguisher with at least 125 lbs of agent is also required.

(vii) Check for explosion proof equipment, switches and wiring that is reasonably protected from heat, abrasion or impact, which could cause an ignition source.

(viii) Check for piping, filters, tanks and pumps being electrically bonded together and interconnected to an adequate grounding rod.

(ix) Check for a serviceable bond/ground wire with clip at each loading/unloading facility for grounding tankers and mobile fuelers.

(x) Check loading stations for deadman control features.

(xi) Look for a boldly marked emergency cutoff capable of stopping all fuel flow with one physical movement. The emergency cutoff should be located outside the probable fuel spill area near the route that normally is used to leave the spill area or to reach the fire extinguishers.

(2) **Mobile fuelers.** At least once every 3 months, inspect all fuel trucks to ensure they meet fire safety standards. The inspector should:

(i) Note if mobile fuelers appear to be in good operating condition and free of fuel leaks.

(ii) Check mobile fuelers for parking at least 50 feet from a building and at least 10 feet from each other. Note: Some airports have a mobile fueler maintenance building that is approved by the local fire marshal.

(iii) Check for flammability decals on all sides. Lettering should be at least 3 inches high. Also check for hazardous materials placards on all sides. The Hazmat number for Jet A trucks should be #**1863** and #**1203** for 100LL trucks.

(iv) Check the cab for a "No Smoking" sign and the presence of smoking equipment. Ashtrays and cigarette lighters are not to be provided.

(v) Check for two fire extinguishers, accessible from each side of the mobile fueler. Fire extinguishers should be charged, sealed and tagged from the last fire extinguisher inspection. Check dry chemical extinguishers to ensure they are only B-C rated. ABC rated multi-purpose dry chemical extinguishers are not to be used on mobile fuelers as they are highly corrosive to aircraft and can cause significant damage to aircraft engines.

(vi) Check emergency fuel cutoffs to ensure they are boldly marked and operable. There should be an emergency fuel cutoff accessible from each side.

(vii) Check electrical equipment, switches, wiring and tail light lens covers for explosion proof construction and reasonable protection form heat, abrasion or impact which could be an ignition source.

(viii) Check for serviceable bonding wires and clamps.

(ix) Check nozzles for deadman control feature.

(x) Check the vehicle exhaust system for exhaust leaks and for adequate shielding if it extends under the fuel tank portion of the vehicle.

e. Navigational Aids. Periodically check the aiming of REILs and Visual Glide Slope Indicators owned by the airport.

f. Lighting. The inspector should:

(1) Determine that power generator and circuit resistance tests are being conducted.

(2) Ensure lights with adjustable optical systems are checked for proper aiming.

g. Obstructions. The inspector should:

(1) Check to ensure there are no overhead power lines in the aircraft parking areas.

(2) Annually survey trees and other structures near the airport that could affect glide path angles, approach light lanes, or be an obstruction to Part 77 surfaces.

h. Aircraft Rescue and Fire Fighting. The inspector should:

(1) Periodically determine if the aircraft rescue and fire fighting equipment is capable of meeting response times, if it is required under Part 139.

(2) Ensure that recurrent training and hot-fire drills are being conducted as required by Part 139.

(3) Check to ensure the availability of adequate entry tools.

13. SPECIAL CONDITION INSPECTIONS. Special condition inspections occur after receipt of a complaint or as triggered by an unusual condition or event. A special inspection should be conducted after an accident or incident. Depending upon circumstances, special condition inspections may include the inspection of any of the specific facilities or activities under the other three components. A special condition inspection of airport physical facilities and activities should cover at least the areas described in this section, which are also included in Appendix 4.

a. Pavement Areas. After a rain or thunderstorm, the inspector should check the pavement areas for ponding and edge damming.

b. Markings and Signs. The inspector should:

(1) Determine if markings are visible at night especially when the pavement is wet following a rain.

(2) After construction or maintenance operations, ensure that pavement markings are correct.

c. Safety Areas. The inspector should:

(1) Ensure that the storm sewer system is checked to verify that inlets are not clogged and drainage channels are free of debris. Note any standing water.

(2) Ensure all inlet covers are in place and sewer covers are at grade level.

(3) Conduct a special inspection before reopening a runway or taxiway following any construction or maintenance that has been performed in or around that safety area.

(4) Any time an aircraft has left the pavement and entered a safety area, check to ensure that no ruts or holes have been made by the aircraft tires or by personnel and equipment during the recovery operation.

(5) Check for construction and maintenance activities to ensure that no hazardous conditions have been created (equipment left in safety areas, unacceptable pavement lips created by ground alteration work, ruts from mowing equipment, etc.).

(6) Inspect engineered materials arresting system (EMAS), if installed, for damage and for deterioration.

(7) Physically drive or walk the safety areas to check for any discrepancies.

d. Snow and Ice. Several special inspections may be needed during a winter storm until the airport is back to a normal operation. The inspector should:

(1) Check to ensure that all foreign objects have been picked up after snow and ice removal operations.

(2) If a friction measurement device is available, issue the appropriate numbers obtained from the equipment. Do not attempt to correlate friction measurement numbers with braking action reports. If a friction measurement device is not available, issue to Air Traffic braking action reports.

(3) Conduct a special sign inspection after snowstorms for signs that may have been damaged by plows or by snow thrown by blowers.

e. Construction. The inspector should:

(1) Ensure that construction areas are barricaded and lighted properly.

(2) Check construction equipment to ensure that they are parked within the pre-arranged areas.

(3) Conduct night inspections to ensure that barricades, warning lighting, and reflectors are adequate to keep aircraft away from the construction area.

(4) Check the location of construction material and stockpiles to ensure that they are outside of safety areas and do not block any signs.

(5) Check any movement areas adjacent to construction areas or movement areas traversed by construction vehicles to ensure there is no FOD present.

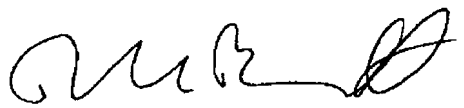
(6) Check movement areas around construction sites for potentially confusing marking, lighting, and signs that could cause pilot confusion or result in a runway incursion.

f. Surface Movement Guidance and Control Systems (SMGCS).

(1) For operations below 1,200 feet runway visual range, the inspector should conduct an initial inspection of stop bar lights, runway guard lights, clearance bar lights, taxiway centerline lights, and taxiway edge lights installed on the low visibility routes in accordance with the airport's SMGCS plan.

(2) SMGCS lighting systems that are not electronically monitored should be periodically inspected every 2 to 4 hours for during operations below 1,200 feet to 600 feet. For operations below 600 feet, these inspections should take place every 2 hours. Such inspections should be detailed in the airport's SMGCS plan.

14. CONDITION REPORTING. Alert users of the airport to any unsafe conditions that exists and that could affect their operations. Ensure appropriate NOTAMS are issued for unsafe conditions that are identified during an inspection but cannot be corrected immediately. After reporting NOTAMs to the Flight Service Station, follow-up to ensure that the NOTAMS were processed and transmitted.



David L. Bennett
Director, Office of Airport Safety and Standards

APPENDICES 1–4

SUGGESTED AIRPORT SAFETY SELF-INSPECTION CHECKLISTS

An airport safety self-inspection checklist should cover the condition of the facilities and equipment on the airport for it to be a part of a good safety inspection program. The checklist should be developed so that it is useful for the airport and its operation. A sketch of the airport is highly recommended to readily identify the location of problems found during the daily inspection.

The suggested checklists consist of a listing of facilities and equipment and a series of conditions that are inspected.

The blank squares indicate the conditions to be evaluated for each facility. A check (√) in one of these squares would indicate that the condition of the facility and equipment was found to be satisfactory. On the other hand, an "x" in one of these squares would indicate that the condition of the facility and equipment was found to be unsatisfactory.

When an unsatisfactory condition is found:

1. An "x" for each applicable square should be entered;

2. A note provided in the Remark/Action Taken section;

3. The location of the condition should be identified in the airport sketch; and

4. Appropriate follow-up action including NOTAMs should be initiated. Corrective action should be documented on either the self-inspection checklists or on a separate work order system.

These checklists are ideal for electronic conversion to PDAs and laptop computers.

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APPENDIX 1

AIRPORT SAFETY SELF-INSPECTION CHECKLIST

DATE: _____ DAY: _____ √ Satisfactory

X Unsatisfactory

Day Inspector/Time: _____ Night Inspector/Time: _____

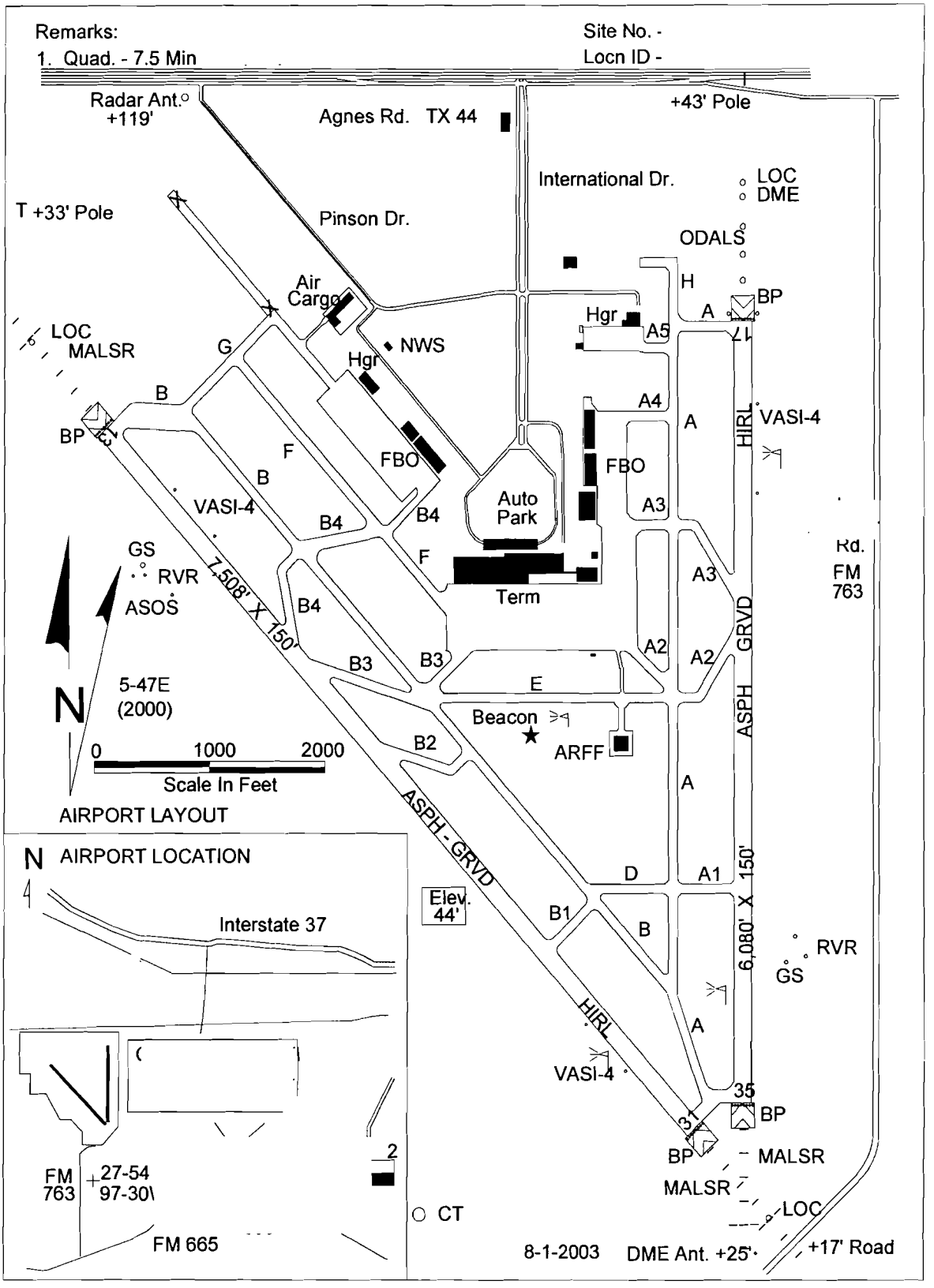
FACILITIES	CONDITIONS	D	N	REMARKS	RESOLVED BY (Date/Initials)
Pavement Areas	Pavement lips over 3"				
	Hole – 5" diam. 3" deep				
	Cracks/spalling/heaves				
	FOD: gravel/debris/sand				
	Rubber deposits				
	Ponding/edge dams				
Safety Areas	Ruts/humps/erosion				
	Drainage/construction				
	Support equipment/aircraft				
	Frangible bases				
	Unauthorized objects				
Markings	Clearly visible/standard				
	Runway markings				
	Taxiway markings				
	Holding position markings				
	Glass beads				
Signs	Standard/meet Sign Plan				
	Obscured/operable				
	Damaged/retroreflective				

FACILITIES	CONDITIONS	D	N	REMARKS	RESOLVED BY (Date/Initials)
Lighting	Obscured/dirty/operable				
	Damaged/missing				
	Faulty aim/adjustment				
	Runway lighting				
	Taxiway lighting				
	Pilot control lighting				
Navigational Aids	Rotating beacon operable				
	Wind indicators				
	RENLs/VGSI systems				
Obstructions	Obstruction lights operable				
	Cranes/trees				
Fueling Operations	Fencing/gates/signs				
	Fuel marking/labeling				
	Fire extinguishers				
	Frayed wires				
	Fuel leaks/vegetation				
Snow & Ice	Surface conditions				
	Snowbank clearances				
	Lights & signs obscured				
	NAVAIDs				
	Fire access				

FACILITIES	CONDITIONS	D	N	REMARKS	RESOLVED BY (Date/Initials)
Construction	Barricades/lights				
	Equipment parking				
	Material stockpiles				
	Confusing signs/markings				
Aircraft Rescue and Fire Fighting	Equipment/crew availability				
	Communications/alarms				
	Response routes affected				
Public Protection	Fencing/gates/signs				
	Jet blast problems				
Wildlife Hazards	Wildlife present/location				
	Complying with WHMP				
	Dead birds				

Comments/Remarks: _____

Airfield Map on Reverse Side


Remarks:
1. Quad. - 7.5 Min
Site No. -
Locn ID -
Radar Ant.
+119'
Agnes Rd. TX 44
+43' Pole
International Dr.
LOC
DME
T +33' Pole
Pinson Dr.
ODALS
Air Cargo
H
BP
A
Hgr
A5
LOC
MALSR
G
NWS
Hgr
B
A4
A
HIRL
VASI-4
BP
F
FBO
FBO
B
Auto Park
A3
VASI-4
B4
B4
F
GS
RVR
ASOS
7,508' X 150'
B4
A3
Rd.
FM 763
Term
A2
A2
GRVD
B3
B3
E
N
5-47E
(2000)
Beacon
ASPH
0
1000
2000
B2
ARFF
A
Scale In Feet
AIRPORT LAYOUT
ASPH - GRVD
N
AIRPORT LOCATION
D
A1
Elev.
44'
B1
B
6,080' X 150'
RVR
GS
Interstate 37
HIRL
A
VASI-4
35
BP
31
BP
MALSR
MALSR
LOC
2
FM
763
27-54
97-30
CT
FM 665
8-1-2003
DME Ant. +25'
+17' Road

APPENDIX 2

CONTINUOUS SURVEILLANCE CHECKLIST

√ Satisfactory

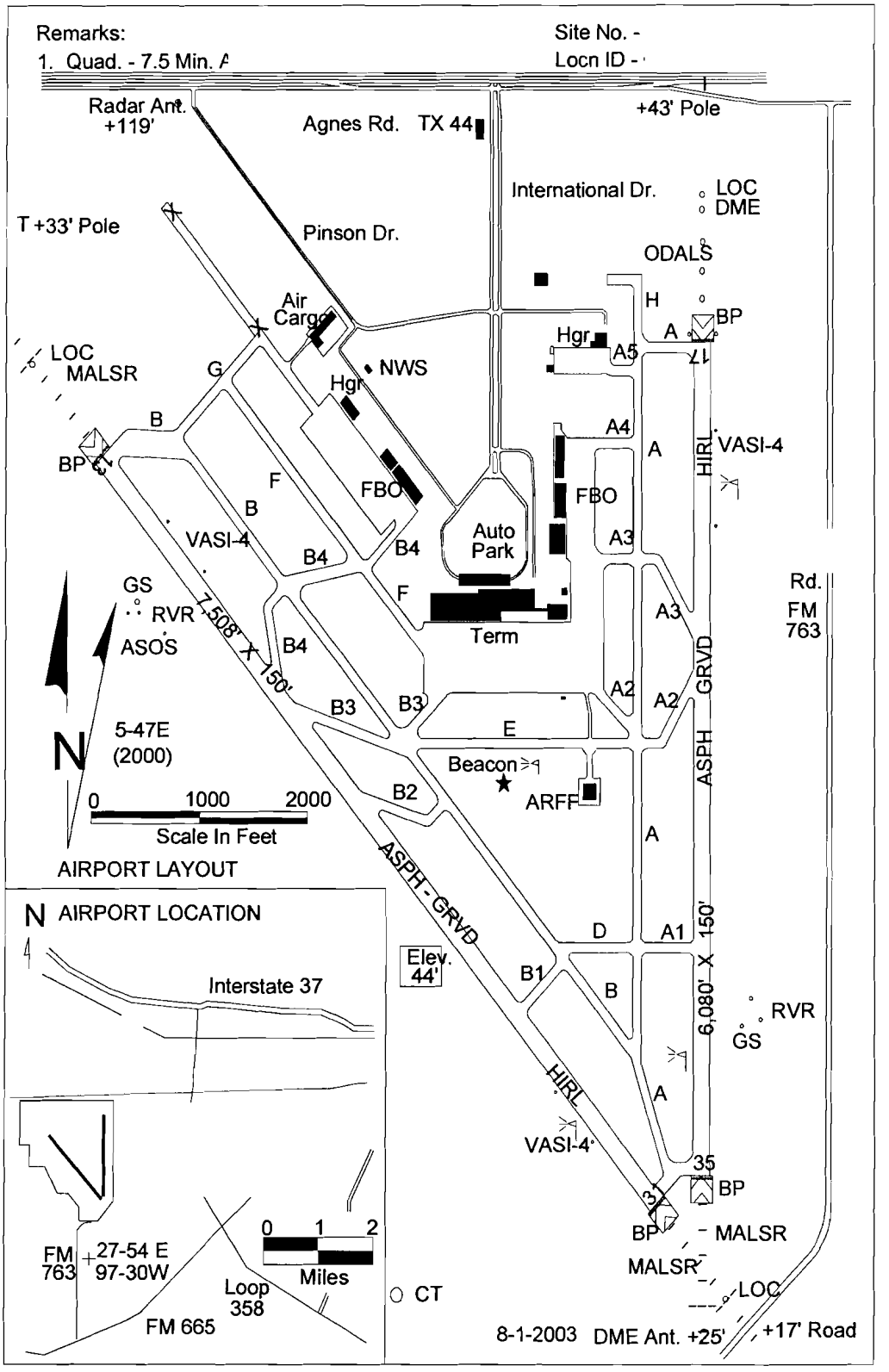
DATE: _____ DAY: _____ X Unsatisfactory

TIME: _____ INSPECTOR: _____

FACILITIES	CONDITIONS	√	REMARKS/ACTIONS TAKEN
Ground Vehicles	Rules/Procedures Followed		
Fueling Operations	Fire/Explosion Hazards		
	Signing/No smoking		
Snow & Ice	Surface Conditions		
Construction	Safety Plan		
	Runway Incursions		
	Runway & Taxiway Use		
	FOD		
Public Protection	Unauthorized Persons		
	Unauthorized Vehicles		
	Gates clear		
Wildlife Hazards	Birds/Animals		
Miscellaneous	Pedestrians in Movement Areas		
	Passenger Load/Unload		
	Debris in Movement Area		

Additional Remarks

Airfield Map on Reverse Side


Remarks:
1. Quad. - 7.5 Min. A
Site No. -
Locn ID -
Radar Ant. +119'
Agnes Rd. TX 44
+43' Pole
International Dr.
LOC
DME
T +33' Pole
Pinson Dr.
ODALS
Air Cargo
Hgr
NWS
LOC
MALSR
BP
VASI-4
HIRL
FBO
Auto Park
Term
GS
RVR
ASOS
7,508' X 150'
Rd.
FM 763
GRVD
ASPH
5-47E
(2000)
Beacon
ARFF
0 1000 2000
Scale In Feet
AIRPORT LAYOUT
N AIRPORT LOCATION
Interstate 37
Elev. 44'
ASPH - GRVD
6,080' X 150'
FM 763
27-54 E
97-30W
Loop 358
FM 665
0 1 2
Miles
CT
8-1-2003 DME Ant. +25'
+17' Road

APPENDIX 3

PERIODIC CONDITION INSPECTION CHECKLIST

√ Satisfactory

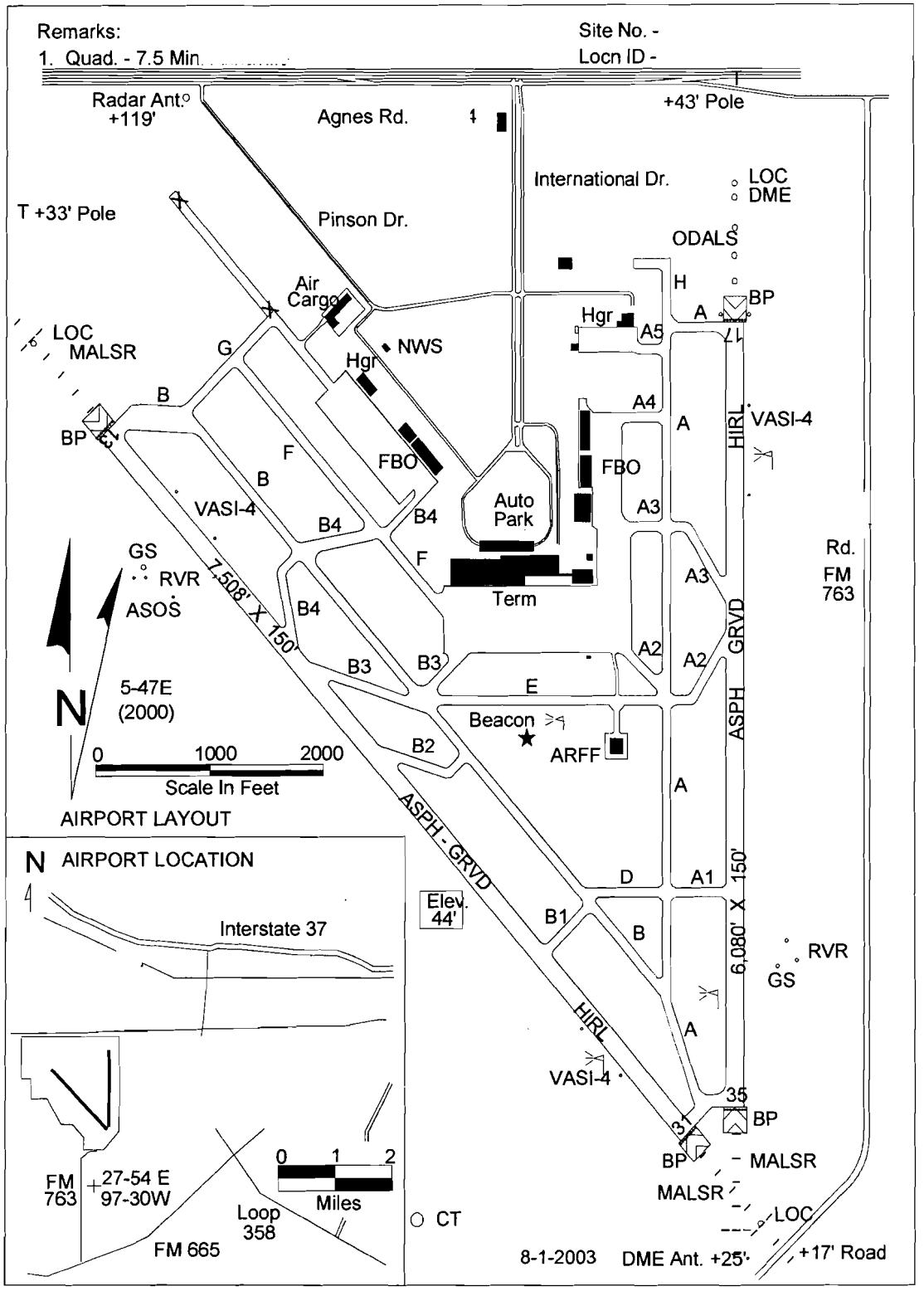
DATE: _____ DAY: _____ X Unsatisfactory

TIME: _____ INSPECTOR: _____

FACILITIES	CONDITIONS	√	REMARKS/ACTIONS TAKEN
Pavement Areas	Rubber Deposits		
	Polishing		
Markings and Signs	Visible		
	Standards		
Fueling Operations	Physical Facilities		
	Mobile Fuelers		
	Fire Extinguishers		
	Fuel Marking/Labeling		
	Frayed Wiring		
Navigational Aids	RENLs/VGSI Aiming		
Lighting	Power Generator Check		
	Circuit Resistance Test		
	Aim/Adjustment		
Obstructions	Surveyed Trees/Structures		
	Overhead Power Lines		
Aircraft Rescue and Fire Fighting	Response Times		
	Live Fire Drills		
	Training		

Additional Remarks

Airfield Map on Reverse Side


Remarks:
1. Quad. - 7.5 Min.
Site No. -
Locn ID -
Radar Ant.
+119'
Agnes Rd.
+43' Pole
International Dr.
LOC
DME
T +33' Pole
Pinson Dr.
ODALS
Air Cargo
H
BP
A
Hgr
A5
LOC
MALSR
G
NWS
Hgr
B
A4
A
HIRL
VASI-4
BP
F
FBO
FBO
B
VASI-4
B4
B4
Auto Park
A3
GS
RVR
ASOS
F
Term
A3
Rd.
FM
763
7,508' X 150'
B4
A2
A2
GRVD
N
5-47E
(2000)
B3
B3
E
ASPH
Beacon
ARFF
0
1000
2000
Scale In Feet
B2
A
AIRPORT LAYOUT
ASPH - GRVD
N AIRPORT LOCATION
D
A1
150'
Elev.
44'
B1
B
6,080' X
RVR
GS
Interstate 37
HIRL
A
VASI-4
35
BP
3
BP
MALSR
MALSR
LOC
FM
763
27-54 E
97-30W
0
1
2
Miles
Loop
358
CT
FM 665
8-1-2003
DME Ant. +25'
+17' Road

APPENDIX 4

SPECIAL INSPECTION CHECKLIST

√ Satisfactory

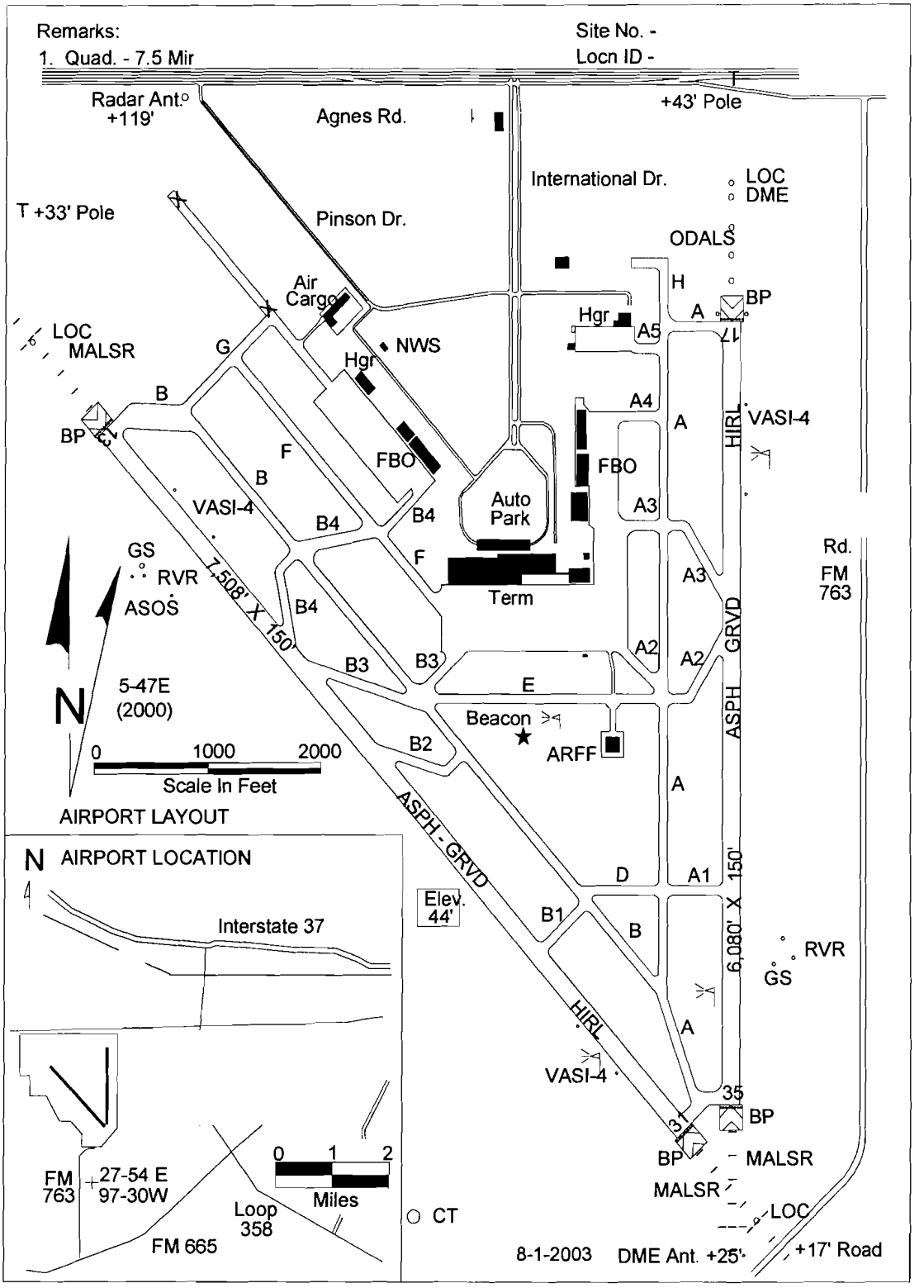
DATE: _____ DAY: _____ X Unsatisfactory

TIME: _____ INSPECTOR: _____

FACILITIES	CONDITIONS	√	REMARKS/ACTIONS TAKEN
Pavement Areas	Ponding/Edge Dams		
Markings And Signs	Visible after rain		
	Standards after Construction		
Safety Areas	Drainage		
	Reopening Runways		
	Reopening Taxiways		
Snow and Ice	Surface conditions		
	Snowbank clearance		
	Lights & Signs Obscured		
	FOD		
	Braking Action/MU Reports		
Construction	Barricades		
	Construction Lights		
	Equipment Parking		
SMGCS	SMGCS Lighting		

Additional Remarks

Airfield Map on Reverse Side


Remarks:
1. Quad. - 7.5 Mir
Site No. -
Locn ID -
Radar Ant.
+119'
Agnes Rd.
+43' Pole
International Dr.
LOC
DME
T +33' Pole
Pinson Dr.
ODALS
Air Cargo
H
BP
A
Hgr
A5
LOC
MALSR
G
NWS
Hgr
B
A4
A
HIRL
VASI-4
BP
F
FBO
FBO
B
VASI-4
B4
B4
Auto Park
A3
GS
RVR
ASOS
7,508' X 150'
B4
F
Term
A3
Rd.
FM 763
B3
B3
A2
A2
GRVD
N
5-47E
(2000)
E
Beacon
ASPH
0
1000
2000
B2
ARFF
A
Scale In Feet
AIRPORT LAYOUT
ASPH - GRVD
N AIRPORT LOCATION
D
A1
150' X 6,080'
Elev. 44'
B1
B
RVR
GS
Interstate 37
HIRL
A
VASI-4
35
BP
BP
MALSR
MALSR
LOC
FM 763
27-54 E
97-30W
0
1
2
Miles
Loop 358
CT
FM 665
8-1-2003
DME Ant. +25'
+17' Road

APPENDIX 5A

QUARTERLY INSPECTION – MOBILE FUELERS

Inspector: _____ **Fueling Agent:** _____ **Date:** _____

S – Satisfactory U – Unsatisfactory R – Remark Below	Jet A Fuelers			100LL Fuelers			Other Fueler		
	S	U	R	S	U	R	S	U	R
No Smoking sign in cab									
Flammability Signs/Haz Mat Placards all sides									
Bonding Cables and Clips functional									
Deadman Control for all nozzles									
2 Fire Extinguishers – Proper type/Inspected									
Emergency Shutoffs operable and marked									
No Fuel Leaks – Hoses/Gaskets/Valves									
Vehicle Exhaust System – Shielded/Leak free									
No evidence of Smoking – No ashtray in cab									
Vehicle Parking – 10' apart/50' from buildings.									
Explosion proof electrical/Light lens intact									
Ignition Sources (Clothing, Shoes, Matches)									
							No of Mobile Fuelers		
Proper Fueling Procedures Observed							Jet A _____		
Fueling Personnel Meet Training Requirements							100 LL _____		
Fueling Personnel Training Records maintained							Other _____		

Remarks: _____

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APPENDIX 5B

QUARTERLY INSPECTION – FUEL STORAGE AREAS

Inspector: _____ **Fueling Agent:** _____ **Date:** _____

S – Satisfactory U – Unsatisfactory R – Remark Below	Jet A Section			100LL Section			Other _____		
	S	U	R	S	U	R	S	U	R
Fencing/Locks/Signs									
Piping protected from vehicles									
No Smoking signs posted									
Deadman Controls for loading stations									
2 Fire Extinguishers – Inspected/Accessible									
Boldly Marked Emergency Cutoffs – Location									
No Fuel Leaks									
Bonding wire/clips at loading stations/operable									
Piping/Pumps bonded and grounded									
No vegetation or materials to spread fire									
No evidence of Smoking									
Hoses in good condition									
Explosion Proof Electrical Equipment									

Remarks: _____

APPENDIX B

U.S. Department
of Transportation

Federal Aviation
Administration

Advisory Circular

Subject: Painting, Marking, and Lighting of Vehicles Used on an Airport	**Date:** April 1, 2010	**AC No:** AC 150/5210-5D
	Initiated by: AAS-100	**Change:**

1. **PURPOSE.** This advisory circular (AC) provides guidance, specifications, and standards for painting, marking, and lighting of vehicles operating in the airport air operations area (AOA). The approved lights, colors, and markings herein assure the conspicuity of vehicles operating in the AOA from both the ground and the air.

2. **CANCELLATION.** This AC cancels AC 150/5210-5C, Painting, Marking, and Lighting of Vehicles Used on an Airport, dated August 31, 2007.

3. **APPLICATION.** The Federal Aviation Administration (FAA) recommends the guidelines and standards in this Advisory Circular for vehicles operating in the airport AOA. In general, use of this AC is not mandatory. ***However***, use of this AC is mandatory for vehicles funded with federal grant monies through the Airport Improvement Program (AIP) and/or with revenue from the Passenger Facility Charges (PFC) Program. See Grant Assurance No. 34, "Policies, Standards, and Specifications," and PFC Assurance No. 9, "Standard and Specifications."

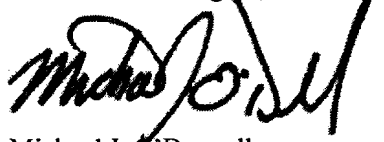
Vehicles covered by this AC that do not meet this standard may be used until the vehicle is repainted or replaced, but no later than **December 31, 2010.**

4. **PRINCIPAL CHANGES.** This AC contains new specifications and recommendations for the painting, marking, and lighting of Towbarless Tow Vehicles (TLTVs).

5. **METRIC UNITS.** To promote an orderly transition to metric units, this AC includes both English and metric dimensions. The metric conversions may not be exact equivalents, and until there is an official changeover to the metric system, the English dimensions will govern.

6. **COMMENTS OR SUGGESTIONS** for improvements to this AC should be sent to:

Manager, Airport Engineering Division
Federal Aviation Administration
ATTN: AAS-100
800 Independence Avenue, S.W.
Washington, DC 20591



Michael J. O'Donnell
Director of Airport Safety and Standards

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PAINTING, MARKING, AND LIGHTING OF VEHICLES USED ON AN AIRPORT

1. SOURCES OF APPLICABLE DOCUMENTS.

a. American National Standards Institute, Inc. (ANSI), 25 West 43rd St. 4th Floor, New York, NY 10036. Website: **www.ansi.org**

b. American Society for Testing & Materials (ASTM), ASTM International, 100 Barr Harbor Drive, P.O. Box C700, West Conshohocken, PA 19428-2959. Website: **www.astm.org**

c. The National Fire Protection Association (NFPA), 1 Batterymarch Park, Quincy, Massachusetts 02169-7471. Website: **www.nfpa.org**

d. The U. S. General Services Administration (GSA), Centralized Mailing List Services, 501 West Felix Street, Whse 9, South End P.O. Box 6477, Fort Worth, Texas 76115-6477. Website: **www.gsa.gov**

e. The Superintendent of Documents, U.S. Government Printing Office, 732 North Capitol St. NW, Washington, DC 20401.

f. Society of Automotive Engineers, Inc. (SAE), 400 Commonwealth Drive, Warrendale, PA 15096-0001. Website: **www.sae.org**

g. FAA Advisory Circulars: U.S. Department of Transportation, Subsequent Distribution Office, Ardmore East Business Center, 3341 Q 75th Ave., Landover, MD 20785. Website: **www.faa.gov**

h. FAA Engineering Briefs: **www.faa.gov/airports/engineering/engineering_briefs/**

2. DEFINITIONS.

The following definitions apply in this AC:

a. **Vehicle** – All conveyances, except aircraft, used on the ground to transport persons, cargo, equipment or those required to perform maintenance, construction, service, and security duties.

b. **Air Operations Area (AOA)** – The portion of airport that encompasses the landing, take off, taxiing, and parking areas for aircraft.

c. **Airport Emergency Vehicles** – Vehicles that are authorized in the AOA for emergency purposes (e.g., ambulances, aircraft rescue and fire fighting (ARFF) vehicles and emergency response vehicles) as authorized by the airport traffic control tower (ATCT) or an authorized on-site accident/incident commander.

d. **Airport Operations Vehicles** – Vehicles routinely used by airport operations personnel for airport inspection and duties associated with airfield operations (such as airfield condition reporting and Incident Command) on the AOA and Movement Area.

e. **Airport Security Vehicles** – Vehicles that are authorized in the AOA for security purposes, as needed (e.g. police cars).

f. Airfield Service Vehicles – Vehicles that are routinely used in the AOA for airfield service, maintenance, or construction (e.g. snow blowers, snowplows, maintenance trucks, and tractors).

g. Aircraft Support Vehicles – Vehicles that are routinely used in the AOA to support aircraft operations (e.g. aircraft pushback tractors, baggage/cargo tractors or trucks, air conditioning and aviation fuel trucks). These vehicles are typically owned by airlines, vendors, or contractors and are not eligible for Federal funding.

h. Reduced Visibility – Prevailing visibility is less than one statute mile (1609 meters) and/or the runway visual range (RVR) is less than 6,000 feet (1830 meters).

i. Movement Area – The runways, taxiways, and other areas of an airport/heliport that are used for taxiing/hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and parking areas. At those airports/heliports with an operating airport traffic control tower (ATCT), specific approval for entry onto the movement area must be obtained from air traffic control (ATC).

j. Other Vehicles – Vehicles that are not routinely authorized in the AOA (e.g. construction vehicles). These vehicles are typically owned by airlines, vendors, or contractors and are not eligible for Federal funding.

k. Peak Intensity – Peak intensity, for purposes of this document, means the maximum magnitude of luminescence as measured in candela.

l. Towbarless Tow Vehicle (TLTV) – a type of aircraft support vehicle whose main purpose is to tow aircraft in the AOA by way of nose gear capture.

3. VEHICLE PAINTING.

NOTE: *Airport vehicle paint and markings are a safety of flight requirement. The approved colors/markings herein assure conspicuity of vehicles operating in the AOA from both the ground and air.*

a. Airport Emergency Vehicles.

(1) Ambulances. Ambulance vehicles are painted per the most current version of Federal Specification KKK-A-1822, *Federal Specification for the Star-of-Life Ambulance*. Ambulances are not considered vehicles routinely operating on the AOA.

(2) Aircraft Rescue and Fire Fighting (ARFF) Vehicles. Yellowish-green is the vehicle color standard. Color specifications are per Appendix A.

NOTE: *A yellowish-green color provides optimum visibility during all light levels encountered during a 24-hour day and under variations of light that result from weather and seasonal changes.*

b. Airport Operations Vehicles. Airport operations vehicles may be painted in colors designated by the airport operator. The characteristics must be coordinated with the respective ATCT and identified in the tower letter of agreement.

c. Airport Security Vehicles. Comply with specific state or local requirements.

d. Airfield Service Vehicles. Chrome yellow is the vehicle color standard. Color specifications are per Appendix A. When vehicles are equipped with bumper bars 8 inches (200 mm) or more in depth, the bars must be painted in alternate stripes 4 inches (100 mm) in width of chrome yellow and black inclined 45° to the vertical.

e. Aircraft Support Vehicles.

(1) Any color or combination of colors other than yellowish-green or chrome yellow. The bumper bar paint scheme in paragraph 3.d (of alternating chrome yellow and black stripe) is recommended.

(2) TLTVs. International orange is the vehicle color standard. Retroreflective tape covering more than 25 percent of the vehicle's vertical surfaces may be used as a temporary measure to meet this standard prior to scheduled vehicle painting.

f. Other Vehicles. Any color or combination of colors other than solid black or white.

4. VEHICLE MARKING.

a. Airport Emergency Vehicles.

(1) Ambulances. Ambulances are marked per the most current version of Federal Specification KKK-A-1822.

(2) ARFF Vehicles. Emergency rescue and fire fighting vehicles are marked with the letters "ARFF, "Fire," or "Rescue" and in accordance with 4.c.(1)-(5) of this AC.

b. Airport Operations Vehicles. Airport operations vehicles may be marked as designated by the airport operator. Marking must be coordinated with the respective ATCT and identified in the tower letter of agreement.

c. Airfield Service Vehicles and Aircraft Support Vehicles.

(1) Airport operator owned vehicles must display an identification number on each side and on the roof (the hood should be used if the vehicle has no roof).

(2) Side numbers will be a minimum of 16 inches (410 mm) in height and conspicuously located.

(3) Roof numbers will be a minimum of 24 inches (610 mm) in height and affixed with their bases toward the front of the vehicle. The identification numbers should provide sharp color contrast to the vehicle color.

(4) In addition to the identification numbers, airport operator-owned vehicles must display either the name of the airport and/or the airport insignia.

(5) To further improve night-time recognition of vehicles, a minimum 8 inch (200 mm) wide horizontal band of high gloss white paint or white reflective tape (Retroreflective, ASTM-D 4956-09, *Standard Specification for Retroreflective Sheeting for Traffic Control*, Type III & above) must be used around the vehicle's surface. Figures 1, 2, and 3 show suggested locations for the horizontal reflective band.

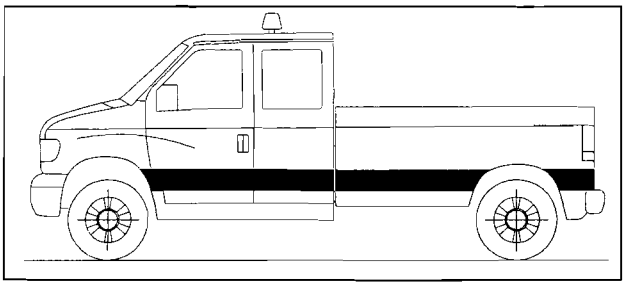


Figure 1: Suggested location for the horizontal reflective band, Option 1

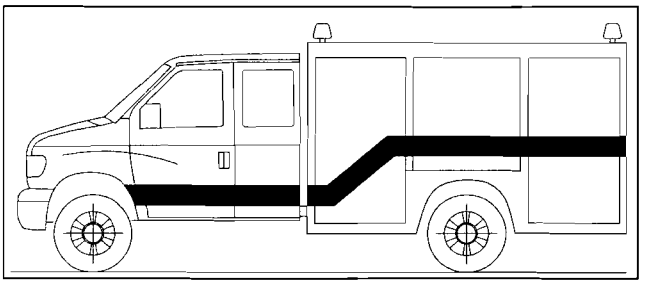


Figure 2: Suggested location for the horizontal reflective band, Option 2

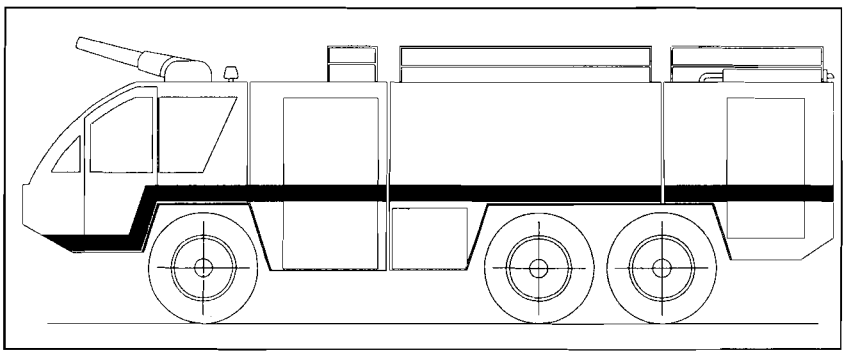


Figure 3: Suggested location for the horizontal reflective band, Option 3

(6) TLTVs. Retroreflective tape is used to outline the shape of a TLTV. If the vertical edge of the vehicle is rounded, the tape should be placed on the rounded portion to reflect light in both the horizontal and vertical planes. Where the placement of the tape may interfere with, or may be worn down by, maintenance or operational activities, tape is not required. Suggested locations for the retroreflective bands are shown in Figure 4.

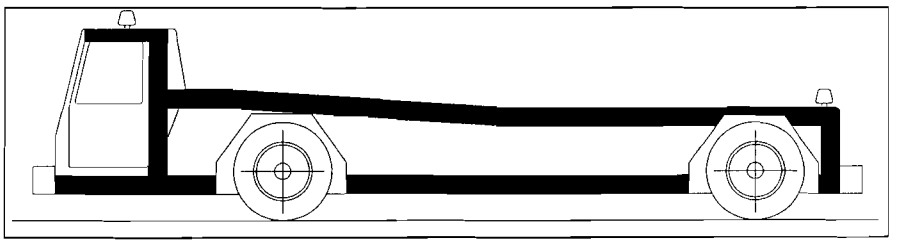


Figure 4: Suggested placement of retroreflective tape on a TLTV

d. Airport Security and Other Vehicles.

(1) Vehicles other than those that routinely traverse any portion of the AOA under the control of ATC, which are not escorted by a vehicle in constant two-way radio communication with ATC and properly equipped and authorized to operate in the AOA, must be provided with a flag on a staff attached to the vehicle so that the flag will be readily visible.

(2) At airports without air traffic control facilities, flags must be provided on all vehicles.

(3) The flag must be at least a 3-foot by 3-foot (0.9 meter by 0.9 meter) square having a checkered pattern of international orange and white squares at least 1 foot (300 mm) on each side (see Appendix A for the fabric color specification).

5. VEHICLE LIGHTING.

a. Airfield Service, Aircraft Support, and Airport Operations Vehicles.

(1) The standard for identification lighting is a yellow flashing light that is mounted on the uppermost part of the vehicle structure. A steady yellow light designates vehicles limited to non-movement areas.

(2) The light must be visible from any direction, day and night, including from the air.

(3) Color specifications for vehicle identification lights are per Appendix B.

(4) TLTVs. An LED light bar placed above the operator's cab may be used in place of the rotating yellow flashing light. In addition, a yellow flashing light (of any type) must be installed on the upper left-rear and right-rear corners of the TLTV, and must be activated when an aircraft is in tow. The size of the rear flashing lights must be large enough to meet the requirements of Section 5.c, but not so large as to interfere with the normal or towing operations of the TLTV.

b. Airport Emergency, Security, and Other Vehicles, which are not escorted by a properly lighted vehicle, must be identified during periods of low visibility by a light.

c. Characteristics of Flashing Lights:

(1) Ambulance lights must meet the specifications in the most current version of Federal Specification KKK-A-1822, and ARFF vehicles must meet NFPA, state, and local requirements.

(2) Lights must have peak intensity within the range of 40 to 400 candelas (effective) from 0° (horizontal) up to 10° above the horizontal and for 360° horizontally. The upper limit of 400 candelas (effective) is necessary to avoid damage to night vision.

(3) From 10° to 15° above the horizontal plane, the light output must be $1/10^{th}$ of peak intensity or between 4 and 40 candelas (effective).

(4) Lights must flash at 75 ± 15 flashes per minute.

NOTES:

1. The effective intensity of a flashing light is equal to the intensity of a steady-burning (fixed) light of the same color that produces the same visual range under identical conditions of observation.

2. If xenon flashtubes are used, refer to AC 150/5345-43, Specification for Obstruction Lighting Equipment, for guidance concerning methods of calculating effective intensity.

d. Light Colors.

(1) Airport Emergency Vehicles.

(a) **Ambulances.** Per the most current version of Federal Specification KKK-A-1822.

(b) **ARFF Vehicles.** Red or a combination of red-and-white flashing lights per the chromaticity requirements in Appendix B.

(2) Airport Security Vehicles. Signal blue or a combination of red and signal blue flashing light per the chromaticity requirements in Appendix B.

(3) Airfield Service, Aircraft Support, Airport Operations, and Other Vehicles. Yellow flashing light per the chromaticity requirements in Appendix B.

APPENDIX A. COLOR SPECIFICATIONS

A-1. SPECIFICATIONS. Colors specified in Table A-1 are per the Commission Internationale de l'Eclairage (CIE) L*a*b* system of color specification. For a description of this system, refer to American Society for Testing & Materials (ASTM) D 2244, *Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates.*

Table A-1. Specification for vehicle and flag colors

Standard Illuminant D65 Usage	Chrome Yellow			Yellowish-Green			International Orange		
	Vehicle Paint			Vehicle Paint			Vehicle Paint / Flag Fabric		
CIELAB DATA	**L***	**a***	**b***	**L***	**a***	**b***	**L***	**a***	**b***
Centroid Color	72.8	24.4	77.6	78.3	-10.2	80.4	45.0	53.5	52.0
Point 1	72.8	31.8	82.9	78.3	-9.0	92.0	45.0	61.4	47.8
Point 2	72.8	25.5	66.7	78.3	-7.6	73.2	45.0	53.9	41.4
Point 3	72.8	18.0	69.3	78.3	-11.0	69.3	45.0	53.5	53.4
Point 4	72.8	22.4	86.0	78.3	-13.4	86.2	45.0	49.7	60.4
Light Limit	77.8			83.3			49.9		
Dark Limit	67.8			73.3			41.6		
Max ΔE	11.1			11.7			10.7		

A-2. COLOR TESTS. Acceptable colors are those that meet the gloss rating test and either a visual or an instrumental color test as follows:

NOTE: *Flag fabric colors must meet either the instrumental tests in Table A-1 or the visual method described in paragraph A-2b(1).*

a. Gloss Rating Test. This test is performed per ASTM D 523, *Standard Test Method for Specular Gloss,* on a paint sample of the color to be applied on the vehicle. An acceptable color sample is high gloss with a minimum gloss rating of 70 units, for 60° geometry.

b. Color Test Methods:

(1) Visual. Prepare a master specimen of the color (per Table A-1) and gloss (per paragraph A-2a). This specimen will be the master color and be used as the basis of comparison per ASTM D 5531-05, *Standard Guide for the Preparation, Maintenance, and Distribution of Physical Product Standards for Color and Geometric Appearance of Coatings.* To verify the paint color of a vehicle visually, vehicle paint samples must be

prepared and viewed per ASTM D 1729-96 (Reapproved 2009), *Standard Practice for Visual Appraisal of Colors and Color Differences of Diffusely-Illuminated Opaque Materials.*

(2) **Instrumental.** This test requires a test specimen sample and reference to Table A-1. All test specimen measurements should be conducted per ASTM E 1164-09a *Standard Practice for Obtaining Spectrometric Data for Object-Color Evaluation.* Test specimen tolerances must be per Table A-1 per the following:

(a) Plot the centroid color using the a* and b* CIELAB coordinate data from Table A-1 on graph paper or by entry of the coordinate data into a computer program. Plot and connect points 1 through 4 from the same table to form a quadrilateral; noting that the centroid color is within this figure. See Figure A-1 for plots of all three color specifications in Table A-1.

(b) Perform color sample measurements per ASTM E 1164-09a. If necessary, convert measurements to CIELAB L*, a*, and b* color space. See ASTM E 308-08, *Standard Practice for Computing the Colors of Objects by Using the CIE System,* for color space conversion formulae.

(c) An acceptable color is one that meets:

(i) the chromaticity requirements of the color samples a* and b* CIELAB coordinate data by falling within the quadrilateral;

(ii) the L* data lightness requirement by falling within the range defined by the light and dark data of Table A-1;

(iii) the total color difference (ΔE) by not exceeding the limits in Table A-1 when the CIELAB data are computed in the following formula:

$$\Delta E = (\Delta L^{*2} + \Delta a^{*2} + \Delta b^{*2})^{\frac{1}{2}}$$

where ΔL*, Δa*, and Δb* values are the differences between those values for the centroid color in Table A-1 and those of the color sample measurements.

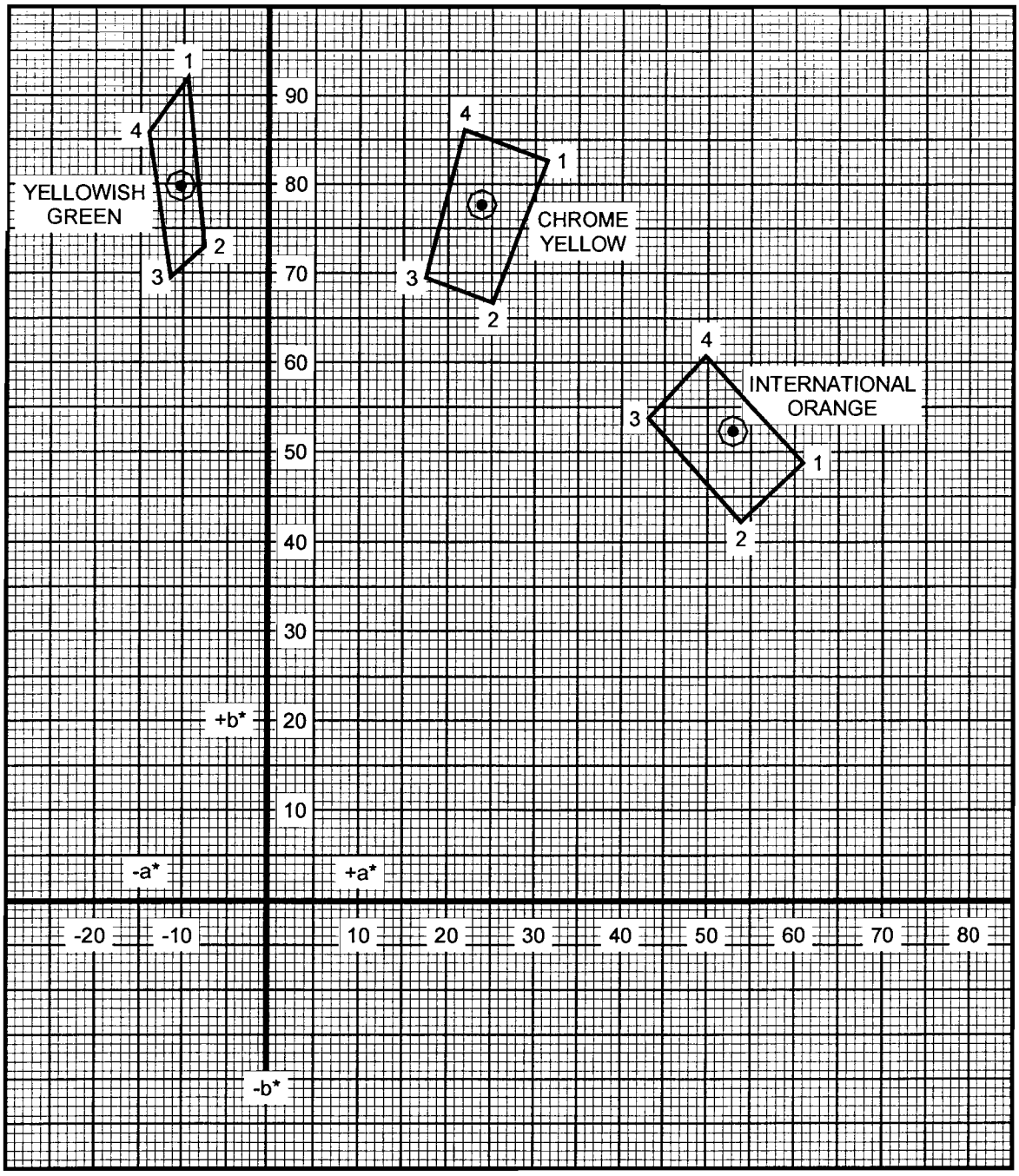


Figure A-1. Plot of selected color paint specifications

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APPENDIX B. COLOR SPECIFICATIONS FOR VEHICLE IDENTIFICATION LIGHTS

B-1. SPECIFICATIONS. The Society of Automotive Engineers (SAE) Standard J578 Revised December 2006, *Color Specification*, defines the acceptable color boundary limits and measurement of emitted red, white, signal blue, and yellow light for vehicle lights. This standard applies to the overall emitted color of light from the device in lieu of emitted light from any small area of the lens. The color of emitted light must fall within the color boundaries per SAE J578 Revised December 2006 (color boundary equations are in the standard) using color measurement methods detailed in the standard. See FAA Engineering Brief #67, Light Sources Other Than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures, for additional information and Alternative Lighting Devices.

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APPENDIX C

U.S. Department
of Transportation
Federal Aviation
Administration

Advisory Circular

Subject: OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION

Date: 1/17/03
Initiated by: AAS-300

AC No: 150/5370-2E
Change:

1. THE PURPOSE OF THIS ADVISORY CIRCULAR (AC).

Aviation safety is the primary consideration at airports, especially during construction. This AC sets forth guidelines for operational safety on airports during construction. It contains major changes to the following areas: "Runway Safety Area," paragraph 3-2; "Taxiway Safety Areas/Object-Free Areas," paragraph 3-3; "Overview," paragraph 3-4; "Marking Guidelines for Temporary Threshold," paragraph 3-5; and "Hazard Marking and Lighting," paragraph 3-9.

2. WHAT THIS AC CANCELS.

This AC cancels AC 150/5370-2D, *Operational Safety on Airports During Construction,* dated May 31, 2002.

3. READING MATERIAL RELATED TO THIS AC.

Appendix 1 contains a list of reading materials on airport construction, design, and potential safety hazards during construction, as well as instructions for ordering these documents. Many of them, including this AC, are available on the Federal Aviation Administration (FAA) Web site.

4. WHO THIS AC AFFECTS.

This AC assists airport operators in complying with 14 Code of Federal Regulations (CFR), part 139, Certification and Operation: Land Airports Serving Certain Air Carriers, and with the requirements of airport construction projects receiving funds under the Airport Improvement Program or from the Passenger Facility Charge Program. While the FAA does not require noncertificated airports without grant agreements to adhere to these guidelines, we recommend that they do so as it will help these airports maintain a desirable level of operational safety during construction.

5. ADDITIONAL BACKGROUND INFORMATION.

Appendix 2 contains definitions of terms used in this AC. Appendix 3 provides airport operators with boilerplate format and language for developing a safety plan for an airport construction project. Appendix 4 is a sample Notice to Airmen form.

6. HAZARD LIGHTING IMPLEMENTATION TIME LINE.

Supplemental hazard lighting must be red in color by October 1, 2004. See paragraph 3-9 for more information.

DAVID L. BENNETT

Director, Office of Airport Safety and Standards

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CHAPTER 1. GENERAL SAFETY REQUIREMENTS AND RESPONSIBILITIES

1-1. OVERVIEW.

Hazardous practices and marginal conditions created by construction activities can decrease or jeopardize operational safety on airports. To minimize disruption of normal aircraft operations and to avoid situations that compromise the airport's operational safety, the airport operator must carefully plan, schedule, and coordinate construction activities. While the guidance in this AC is primarily used for construction operations, some of the methods and procedures described may also enhance day-to-day maintenance operations.

1-2. WHO IS RESPONSIBLE FOR SAFETY DURING CONSTRUCTION.

An airport operator has overall responsibility for construction activities on an airport. This includes the predesign, design, preconstruction, construction, and inspection phases. Additional information on these responsibilities can be found throughout this AC.

a. Airport operator's responsibilities—

(1) Develop internally or approve a construction safety plan developed by an outside consultant/contractor that complies with the safety guidelines in Chapter 2, "Safety Plans," and Appendix 3, "Airport Construction Safety Planning Guide," of this AC.

(2) Require contractors to submit plans indicating how they intend to comply with the safety requirements of the project.

(3) Convene a meeting with the construction contractor, consultant, airport employees, and, if appropriate, tenant sponsor to review and discuss project safety before beginning construction activity.

(4) Ensure contact information is accurate for each representative/point of contact identified in the safety plan.

(5) Hold weekly or, if necessary, daily safety meetings to coordinate activities.

(6) Notify users, especially aircraft rescue and fire fighting (ARFF) personnel, of construction activity and conditions that may adversely affect the operational safety of the airport via Notices to Airmen (NOTAMs) or other methods, as appropriate. Convene a meeting for review and discussion if necessary.

(7) Ensure that construction personnel know of any applicable airport procedures and of changes to those procedures that may affect their work.

(8) Ensure that construction contractors and subcontractors undergo training required by the safety plan.

(9) Develop and/or coordinate a construction vehicle plan with airport tenants, the airport traffic control tower (ATCT), and construction contractors. Include the vehicle plan in the safety plan. See Chapter 2, section 2, of this AC for additional information.

(10) Ensure tenants and contractors comply with standards and procedures for vehicle lighting, marking, access, operation, and communication.

(11) At certificated airports, ensure that each tenant's construction safety plan is consistent with 14 CFR part 139, Certification and Operations: Land Airports Serving Certain Air Carriers.

(12) Conduct frequent inspections to ensure construction contractors and tenants comply with the safety plan and that altered construction activities do not create potential safety hazards.

(13) Resolve safety deficiencies immediately.

(14) Ensure construction access complies with the security requirements of 49 CFR part 1542, Airport Security.

(15) Notify appropriate parties when conditions exist that invoke provisions of the safety plan (e.g., implementation of low-visibility operations).

b. Construction contractor's responsibilities—

(1) Submit plans to the airport operator on how to comply with the safety requirements of the project.

(2) Have available a copy of the project safety plan.

(3) Comply with the safety plan associated with the construction project and ensure that construction personnel are familiar with safety procedures and regulations on the airport.

(4) Provide a point of contact who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport.

(5) Provide a safety officer/construction inspector familiar with airport safety to monitor construction activities.

(6) Restrict movement of construction vehicles to construction areas by flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate.

(7) Ensure that no construction employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations areas (AOAs) from the construction site unless authorized.

c. Tenant's responsibilities if planning construction activities on leased property—

(1) Develop a safety plan, and submit it to the airport operator for approval prior to issuance of a Notice to Proceed.

(2) Provide a point of contact who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport.

(3) Ensure that no tenant or construction employees, employees of subcontractors or suppliers, or any other persons enter any part of the AOA from the construction site unless authorized.

(4) Restrict movement of construction vehicles to construction areas by flagging and barricading or erecting temporary fencing.

CHAPTER 2. SAFETY PLANS

Section 1. Basic Safety Plan Considerations

2-1. OVERVIEW.

Airport operators should coordinate safety issues with the air carriers, FAA Airway Facilities, and other airport tenants before the design phase of the project. The airport operator should identify project safety concerns, requirements, and impacts before making arrangements with contractors and other personnel to perform work on an airport. These safety concerns will serve as the foundation for the construction safety plan and help maintain a high level of aviation safety during the project.

The airport operator should determine the level of complexity of the safety plan that is necessary for each construction project and its phases. The safety plan may be detailed in the specifications included in the invitation for bids, or the invitation for bid may specify that the contractor develop the safety plan and the airport operator approve it. In the latter case, the invitation for bid should contain sufficient information to allow the contractor to develop and determine the costs associated with the safety plan. In either case, safety plan costs should be incorporated into the total cost of the project. The airport operator has final approval authority and responsibility for all safety plans.

Coordination will vary from formal predesign conferences to informal contacts throughout the duration of the construction project.

Details of a specified safety plan, or requirements for a contractor-developed safety plan, should be discussed at the predesign and preconstruction conferences and should include the following, as appropriate:

a. Actions necessary before starting construction, including defining and assigning responsibilities.

b. Basic responsibilities and procedures for disseminating instructions about airport procedures to the contractor's personnel.

c. Means of separating construction areas from aeronautical-use areas.

d. Navigational aid (NAVAID) requirements and weather.

e. Marking and lighting plan illustrations.

f. Methods of coordinating significant changes in airport operations with all the appropriate parties.

2-2. SAFETY PLAN CHECKLIST.

To the extent applicable, the safety plan should address the following:

a. Scope of work to be performed, including proposed duration of work.

b. Runway and taxiway marking and lighting.

c. Procedures for protecting all runway and taxiway safety areas, obstacle-free zones (OFZs), object-free areas (OFAs), and threshold citing criteria outlined in AC 150/5300-13, *Airport Design,* and as described in this AC. This includes limitations on equipment height and stockpiled material.

d. Areas and operations affected by the construction activity, including possible safety problems.

e. NAVAIDs that could be affected, especially critical area boundaries.

f. Methods of separating vehicle and pedestrian construction traffic from the airport movement areas. This may include fencing off construction areas to keep equipment operators in restricted areas in which they are authorized to operate. Fencing, or some other form of restrictive barrier, is an operational necessity in some cases.

g. Procedures and equipment, such as barricades (identify type), to delineate closed construction areas from the airport operational areas, as necessary.

h. Limitations on construction.

i. Required compliance of contractor personnel with all airport safety and security measures.

j. Location of stockpiled construction materials, construction site parking, and access and haul roads.

k. Radio communications.

l. Vehicle identification.

m. Trenches and excavations and cover requirements.

n. Procedures for notifying ARFF personnel if water lines or fire hydrants must be deactivated or if emergency access routes must be rerouted or blocked.

o. Emergency notification procedures for medical and police response.

p. Use of temporary visual aids.

q. Wildlife management.

r. Foreign object debris (FOD) control provisions.

s. Hazardous materials (HAZMAT) management.

t. NOTAM issuance.

u. Inspection requirements.

v. Procedures for locating and protecting existing underground utilities, cables, wires, pipelines, and other underground facilities in excavation areas.

w. Procedures for contacting responsible representatives/points of contact for all involved parties. This should include off-duty contact information so an immediate response may be coordinated to correct any construction-related activity that could adversely affect the operational safety of the airport. Particular care should be taken to ensure that appropriate Airways Facilities personnel are identified in the event that an unanticipated utility outage or cable cut occurs that impacts FAA NAVAIDs.

x. Vehicle operator training.

y. Penalty provisions for noncompliance with airport rules and regulations and the safety plan (e.g., if a vehicle is involved in a runway incursion).

z. Any special conditions that affect the operation of the airport and will require a portion of the safety plan to be activated (e.g., low-visibility operations, snow removal).

Section 2. Safety and Security Measures

2-3. OVERVIEW.

Airport operators are responsible for closely monitoring tenant and construction contractor activity during the construction project to ensure continual compliance with all safety and security requirements. Airports subject to 49 CFR part 1542, Airport Security, must meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel. In addition, airport operators should use safety program standards, as described in Chapter 3 of this AC, to develop specific safety measures to which tenants and construction contractors must adhere throughout the duration of construction activities.

General safety provisions are contained in AC 150/5370-10, *Standards for Specifying Construction of Airports,* paragraphs 40-05, "Maintenance of Traffic"; 70-08, "Barricades, Warning Signs, and Hazard Markings"; and 80-04, "Limitation of Operations." At any time during construction, aircraft operations, weather, security, or local airport rules may dictate more stringent safety measures. The airport operator should ensure that both general and specific safety requirements are coordinated with airport tenants and ATCT personnel. The airport operator should also include these parties in the coordination of all bid documents, construction plans, and specifications for on-airport construction projects.

2-4. VEHICLE OPERATION AND MARKING AND PEDESTRIAN CONTROL.

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 AOA. This includes aircraft movement and nonmovement areas. The airport operator should develop and coordinate a construction vehicle plan with airport tenants, contractors, and the ATCT. The safety plan or invitation for bid should include specific vehicle and pedestrian requirements.

The vehicle plan should contain the following items:

a. Airport operator's rules and regulations for vehicle marking, lighting, and operation.

b. Requirements for marking and identifying vehicles in accordance with AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport.*

c. Description of proper vehicle operations on movement and nonmovement areas under normal, lost communications, and emergency conditions.

d. Penalties for noncompliance with driving rules and regulations.

e. Training requirements for vehicle drivers to ensure compliance with the airport operator's vehicle rules and regulations.

f. Provisions for radio communication training for construction contractor personnel engaged in construction activities around aircraft movement areas. Some drivers,

such as construction drivers under escort, may not require this training.

g. Escort procedures for construction vehicles requiring access to aircraft movement areas. A vehicle in the movement area must have a working aviation-band, two-way radio unless it is under escort. Vehicles can be in closed areas without a radio if the closed area is properly marked and lighted to prevent incursions and a NOTAM regarding the closure is issued.

h. Monitoring procedures to ensure that vehicle drivers are in compliance with the construction vehicle plan.

i. Procedures for, if appropriate, personnel to control access through gates and fencing or across aircraft movement areas.

2-5. CONSTRUCTION EMPLOYEE PARKING AREAS.

Designate in advance vehicle parking areas for contractor employees to prevent any unauthorized entry of persons or vehicles onto the airport movement area. These areas should provide reasonable contractor employee access to the job site.

2-6. CONSTRUCTION VEHICLE EQUIPMENT PARKING.

Construction employees must park and service all construction vehicles in an area designated by the airport operator outside the runway safety areas and OFZs and never on a closed taxiway or runway. Employees should also park construction vehicles outside the OFA when not in use by construction personnel (e.g., 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 to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigational aids. The FAA must also study those areas to determine effects on 14 CFR part 77, *Objects Affecting Navigable Airspace*, surfaces (see paragraph 2-13 for further information).

2-7. RADIO COMMUNICATION TRAINING.

The airport operator must ensure that tenant and construction contractor personnel engaged in activities involving unescorted operation on aircraft movement areas observe the proper procedures for communications, including using appropriate radio frequencies at airports with and without ATCTs. Training of contractors on proper communication procedures is essential for maintaining airport operational safety. When operating vehicles on or near open runways or taxiways, construction personnel must understand the critical importance of maintaining radio contact with airport operations, ATCT, or the Common Traffic Advisory Frequency, which may include UNICOM, MULTICOM, or one of the FAA Flight Service Stations (FSS), as directed by airport management.

Vehicular traffic crossing active movement areas must be controlled either by two-way radio with the ATCT, escort, flagman, signal light, or other means appropriate for the particular airport. Vehicle drivers must confirm by personal observation that no aircraft is approaching their position when given clearance to cross a runway. In addition, it is the responsibility of the escort vehicle driver to verify the movement/position of all escorted vehicles at any given time.

Even though radio communication is maintained, escort vehicle drivers must also familiarize themselves with ATCT light gun signals in the event of radio failure (see the FAA safety placard "Ground Vehicle Guide to Airport Signs and Markings"). This safety placard may be ordered through the Runway Safety Program Web site at **http://www.faarsp.org** or obtained from the Regional Airports Division Office.

2-8. FENCING AND GATES.

Airport operators and contractors must take care to maintain a high level of safety and security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates should be equipped so they can be securely closed and locked to prevent access by animals and people (especially minors). 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 Department of Transportation (DOT) document DOT/FAA/AR-00/52, *Recommended Security Guidelines for Airport Planning and Construction*, provides more specific information on fencing. A copy of this document can be obtained from the Airport Consultants Council, Airports Council International, or American Association of Airport Executives.

Section 3. Notification of Construction Activities

2-9. GENERAL.

In order to maintain the desired levels of operational safety on airports during construction activities, the safety plan should contain the notification actions described below.

2-10. ENSURING PROMPT NOTIFICATIONS.

The airport operator should establish and follow procedures for the immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of an airport.

2-11. NOTICES TO AIRMEN (NOTAMS).

The airport operator must provide information on closed or hazardous conditions on airport movement areas to the FSS so it can issue a NOTAM. The airport operator 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. Refer to AC 150/5200-28, *Notices to Airmen (NOTAMs) for Airport Operators,* and Appendix 4 in this AC for a sample NOTAM form. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operation of FAA-owned facilities. Only the airport operator or an authorized representative may issue or cancel NOTAMs on airport conditions. (The airport owner/operator is the only entity that can close or open a runway.) The airport operator must file and maintain this list of authorized representatives with the FSS. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the airport operator.

2-12. AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) NOTIFICATION.

The safety plan must provide procedures for notifying ARFF personnel, mutual aid providers, and other emergency services if construction requires shutting off or otherwise disrupting any water line or fire hydrant on the airport or adjoining areas and if contractors work with hazardous material on the airfield. Notification procedures must also be developed for notifying ARFF and all other emergency personnel when the work performed will close or affect any emergency routes. Likewise, the procedures must address appropriate notifications when services are restored.

2-13. NOTIFICATION TO THE FAA.

For certain airport projects, 14 CFR part 77 requires notification to the FAA. In addition to applications made for Federally funded construction, 14 CFR part 157, Notice of Construction, Alteration, Activation, and Deactivation of Airports, requires that the airport operator 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 Regional Airports Division Office or Airports District Office.

Also, any person proposing any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR part 77 must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e., cranes, graders, etc.). FAA Form 7460-I, Notice of Proposed Construction or Alteration, can be used for this purpose and submitted to the FAA Regional Airports Division Office or Airports District Office. (See AC 70/7460-2, *Proposed Construction or Alteration of Objects that May Affect the Navigable Airspace.*)

If construction operations require a shutdown of an airport owned NAVAID from service for more than 24 hours or in excess of 4 hours daily on consecutive days, we recommend a 45-day minimum notice prior to facility shutdown. Coordinate work for a FAA owned NAVAID shutdown with the local FAA Airways Facilities Office. In addition, procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDs must be addressed.

2-14. WORK SCHEDULING AND ACCOMPLISHMENT.

Airport operators—or tenants having construction on their leased properties—should use predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction (see AC 150/5300-9, *Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects).* The airport operator, tenants, and construction contractors should integrate operational safety requirements into their planning and work schedules as early as practical. Operational safety should be a standing agenda item for discussion during progress meetings throughout the project. The contractor and airport operator should carry out onsite inspections throughout the project and immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

CHAPTER 3. SAFETY STANDARDS AND GUIDELINES

Section 1. Runway and Taxiway Safety Areas, Obstacle-Free Zones, and Object-Free Areas

3-1. OVERVIEW.

Airport operators must use these safety guidelines when preparing plans and specifications for construction activities in areas that may interfere with aircraft operations. The safety plan should recognize and address these standards for each airport construction project. However, the safety plan must reflect the specific needs of a particular project, and for this reason, these safety guidelines should not be incorporated verbatim into project specifications. For additional guidance on meeting safety and security requirements, refer to the planning guide template included in Appendix 3 of this AC.

3-2. RUNWAY SAFETY AREA (RSA)/ OBSTACLE-FREE ZONE (OFZ).

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 (see AC 150/5300-13, *Airport Design*). Construction activities within the standard RSA are subject to the following conditions:

a. Runway edges.

(1) No construction may occur closer than 200 feet (60m) from the runway centerline unless the runway is closed or restricted to aircraft operations, requiring an RSA that is equal to the RSA width available during construction, or 400 feet, whichever is less (see AC 150/5300-13, Tables 3-1 through 3-3).

(2) Personnel, material, and/or equipment must not penetrate the OFZ, as defined in AC 150/5300-13.

(3) The airport operator must coordinate the construction activity in the RSA as permitted above with the ATCT and the FAA Regional Airports Division Office or appropriate Airports District Office and issue a local NOTAM.

b. Runway ends.

(1) An RSA must be maintained of such dimensions that it extends beyond the end of the runway a distance equal to that which existed before construction activity, unless the runway is closed or restricted to aircraft operations for which the reduced RSA is adequate (see AC 150/5300-13). The temporary use of declared distances and/or partial runway closures may help provide the necessary RSA. In addition, all personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in Appendix 2, "Threshold Siting Requirements," of AC 150/5300-13.[1] Consult with the appropriate FAA Regional Airports Division Office or Airports District Office to determine the appropriate approach surface required.

(2) Personnel, material, and/or equipment must not penetrate the OFZ, as defined in AC 150/5300-13.

(3) The safety plan must provide procedures for ensuring adequate distance for blast protection, if required by operational considerations.

(4) The airport operator must coordinate construction activity in this portion of the RSA with the ATCT and the FAA Regional Airports Division Office or appropriate Airports District Office and issue a local NOTAM.

c. Excavations.

(1) Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

(2) Open trenches or excavations are not permitted within 200 feet (60m) of the runway centerline and at least the existing RSA distance from the runway threshold while the runway is open. If the runway must be opened before excavations are backfilled, cover the excavations appropriately. Coverings for open trenches or excavations must be of sufficient strength to support the weight of the heaviest aircraft operating on the runway.

3-3. TAXIWAY SAFETY AREAS/OBJECT-FREE AREAS.

a. Unrestricted construction activity is permissible adjacent to taxiways when the taxiway is restricted to aircraft such that the available taxiway safety area is equal

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[1] If a full safety area cannot be obtained through declared distances and partial closures, or other methods such as alternate runway use, construction activity may operate in the RSA as long as conditions cited in paragraph 3-1b(2) thru (4) are met. In addition, various surfaces outlined in AC 150/5300-13 and Terminal Instrument Procedures (TERPS) must be protected through an aeronautical study.

to at least ½ of the widest wingspan of the aircraft expected to use the taxiway and the available taxiway object-free area is equal to at least .7 times the widest wingspan plus 10 feet. (See AC 150/5300-13 for guidance on taxiway safety and object-free areas.)

Construction activity may be accomplished closer to a taxiway, subject to the following restrictions:

(1) The activity is first coordinated with the airport operator.

(2) Appropriate NOTAMs are issued.

(3) Marking and lighting meeting the provisions of paragraph 3-9 are implemented.

(4) Adequate clearance is maintained between equipment and materials and any part of an aircraft. 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 each passing aircraft. In these situations, flag persons will be used to direct construction equipment, and wing walkers may be necessary to guide aircraft. Wing walkers should be airline/aviation personnel rather than construction workers.

b. Construction contractors must prominently mark open trenches and excavations at the construction site, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness

c. Excavations and open trenches may be permitted up to the edge of a structural taxiway and apron pavement provided the dropoff is marked and lighted per paragraph 3-9, "Hazard Marking and Lighting."

Section 2. Temporary Runway Thresholds

3-4. OVERVIEW.

Construction activity in a runway approach area may result in the need to partially close a runway or displace the existing runway threshold. In either case, locate the threshold in accordance with Appendix 2 of AC 150/5300-13, *Airport Design*. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate these objects with the FAA's Regional Airports Office or appropriate Airports District Office, as necessary. Refer to the current edition of AC 150/5300-13 for guidance on threshold siting requirements. The partial runway closure, the displacement of the runway threshold, as well as closures of the complete runway and other portions of the movement area also requires coordination with appropriate ATCT personnel and airport users.

Caution regarding partial runway closures: When filing a NOTAM for a partial runway closure, clearly state to FSS personnel that the portion of pavement located prior to the threshold is not available for landing and departing traffic. In this case, the threshold has been moved for both landing and takeoff purposes (this is different than a displaced threshold).

Example NOTAM: "North 1,000 feet of Runway 18/36 is closed; 7,000 feet remain available on Runway 18 and Runway 36 for arrivals and departures." There may be situations where the portion of closed runway is available for taxiing only. If so, the NOTAM must reflect this condition.

Caution regarding displaced thresholds: Implementation of a displaced threshold affects runway length available for aircraft landing over the displacement. Depending on the reason for the displacement (to provide obstruction clearance or RSA), such a displacement may also require an adjustment in the landing distance available and accelerate-stop distance available in the opposite direction. If project scope includes personnel, equipment, excavation, etc. within the RSA of any usable runway end, we do not recommend a displaced threshold unless arrivals and departures toward the construction activity are prohibited. Instead, implement a partial closure.

3-5. MARKING GUIDELINES FOR TEMPORARY THRESHOLD.

Ensure that markings for temporary displaced thresholds are clearly visible to pilots approaching the airport to land. When construction personnel and equipment are located close to any threshold, a temporary visual NAVAID, such as runway end identifier lights (REIL), may be required (even on unlighted runways) to define the new beginning of the runway clearly. A visual vertical guidance device, such as a visual approach slope indicator (VASI), pulse light approach slope indicator (PLASI), or precision approach path indicator (PAPI), may be necessary to assure landing clearance over personnel, vehicles, equipment, and/or above-grade stockpiled materials. If such devices are installed, ensure an appropriate descriptive NOTAM is issued to inform pilots of these conditions. The current edition of AC 150/5340-1, *Standards for Airport Markings*, describes standard marking colors and layouts. In addition, we recommend that a temporary runway threshold be marked using the following guidelines:

a. Airport markings must be clearly visible to pilots; not misleading, confusing, or deceptive; 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.

(1) Pavement markings for temporary closed portions of the runway should consist of yellow chevrons to identify pavement areas that are unsuitable for takeoff/landing (see AC 150/5340-1). If unable to paint the markings on the pavement, construct them from any of the following materials: double-layered painted snow fence, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and secured to prevent movement by prop wash, jet blast, or other wind currents.

(2) It may be necessary to remove or cover runway markings, such as runway designation markings and aiming point markings, depending on the length of construction and type of activity at the airport.

(3) When threshold markings are needed to identify the temporary beginning of the runway that is available for landing, use a white threshold bar of the dimensions specified in AC 150/5340-1.

(4) If temporary outboard elevated or flush threshold bars are used, locate them outside of the runway pavement surface, one on each side of the runway. They should be at least 10 feet (3m) in width and extend outboard from each side of the runway so they are clearly visible to landing and departing aircraft. These threshold bars are white. If the white threshold bars are not discernable on grass or snow, apply a black background with appropriate material over the ground to ensure the markings are clearly visible.

(5) A temporary threshold may also be marked with the use of retroreflective, elevated markers. One side of such markers is green to denote the approach end of the runway; the side that is seen by pilots on rollout is red. See AC 150/5345-39, *FAA Specification L-853, Runway and Taxiway Retroreflective Markers.*

(6) At 14 CFR part 139 certificated airports, temporary elevated threshold markers must be mounted with a frangible fitting (see 14 CFR part 139.309). However, at noncertificated airports, the temporary elevated threshold markings may either be mounted with a frangible fitting or be flexible. See AC 150/5345-39.

b. The application rate of the paint to mark a short-term temporary runway threshold may deviate from the standard (see Item P-620, "Runway and Taxiway Painting," in AC 150/5370-10, *Standards for Specifying Construction of Airports*), but the dimensions must meet the existing standards, unless coordinated with the appropriate offices.

c. When a runway is partially closed, the distance remaining signs for aircraft landing in the opposite direction should be covered or removed during the construction.

3-6. LIGHTING GUIDELINES FOR TEMPORARY THRESHOLD.

A temporary runway threshold must be lighted if the runway is lighted and it is the intended threshold for night landings or instrument meteorological conditions. We recommend that temporary threshold lights and related visual NAVAIDs be installed outboard of the edges of the full-strength pavement with bases at grade level or as low as possible, but not to exceed 3 inches (7.6cm) above ground. When any portion of a base is above grade, place properly compacted fill around the base to minimize the rate of gradient change so aircraft can, in an emergency, cross at normal landing or takeoff speeds without incurring significant damage (see AC 150/5370-10). We recommend that the following be observed when using temporary runway threshold lighting:

a. Maintain threshold and edge lighting color and spacing standards as described in AC 150/5340-24, *Runway and Taxiway Edge Lighting System.* Battery-powered, solar, or portable lights that meet the criteria in AC 150/5345-50, *Specification for Portable Runway Lights,* may be used. These systems are intended primarily for visual flight rules (VFR) aircraft operation but may be used for instrument flight rules (IFR) aircraft operations, upon individual approval from the Flight Standards Division of the applicable FAA Regional Office.

b. When the runway has been partially closed, disconnect edge and threshold lights with associated isolation transformers on that part of the runway at and behind the threshold (i.e., the portion of the runway that is closed). Alternately, cover the light fixture in such a way as to prevent light leakage. Avoid removing the lamp from energized fixtures because an excessive number of isolation transformers with open secondaries may damage the regulators and/or increase the current above its normal value.

c. Secure, identify, and place any temporary exposed wiring in conduit to prevent electrocution and fire ignition sources.

d. Reconfigure yellow lenses (caution zone), as necessary. If the runway has centerline lights, reconfigure the red lenses, as necessary, or place the centerline lights out of service.

e. Relocate the visual glide slope indicator (VGSI), such as VASI and PAPI; other airport lights, such as REIL; and approach lights to identify the temporary threshold. Another option is to disable the VGSI or any equipment that would give misleading indications to pilots as to the new threshold location. Installation of temporary visual aids may be necessary to provide adequate guidance to pilots on approach to the affected runway. If the FAA owns and operates the VGSI,

coordinate its installation or disabling with the local Airway Facilities Systems Management Office.

f. Issue a NOTAM to inform pilots of temporary lighting conditions.

Section 3. Other Construction Marking and Lighting Activities

3-7. OVERVIEW.

Ensure that construction areas, including closed runways, are clearly and visibly separated from movement areas and that hazards, facilities, cables, and power lines are identified prominently for construction contractors. Throughout the duration of the construction project, verify that these areas remain clearly marked and visible at all times and that marking and lighting aids remain in place and operational. Routine inspections must be made of temporary construction lighting, especially battery-powered lighting since weather conditions can limit battery life.

3-8. CLOSED RUNWAY AND TAXIWAY MARKING AND LIGHTING.

Closed runway markings consist of a yellow "X" in compliance with the standards of AC 150/5340-1, *Standards for Airport Markings*. A very effective and preferable visual aid to depict temporary closure is the lighted "X" signal placed on or near the runway designation numbers. This device is much more discernible to approaching aircraft than the other materials described. If the lighted "X" is not available, construct the marking of any of the following materials: double-layered painted snow fence, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and secured to prevent movement by prop wash, jet blast, or other wind currents. In addition, the airport operator may install barricades, traffic cones, activate stop bars, or other acceptable visual devices at major entrances to the runways to prevent aircraft from entering a closed portion of runway. The placement of even a single reflective barricade with a "do not enter" sign on a taxiway centerline can prevent an aircraft from continuing onto a closed runway. If the taxiway must remain open for aircraft crossings, barricades or markings, as described above or in paragraph 3-9, should be placed on the runway.

a. Permanently closed runways.

For runways and taxiways that have been permanently closed, disconnect the lighting circuits. For runways, obliterate the threshold marking, runway designation marking, and touchdown zone markings, and place "X's" at each end and at 1,000-foot (300-m) intervals. For taxiways, place an "X" at the entrance of the closed taxiway.

b. Temporarily closed runway and taxiways.

For runways that have been temporarily closed, place an "X" at the each end of the runway. With taxiways, place an "X" at the entrance of the closed taxiway.

c. Temporarily closed airport.

When the airport is closed temporarily, mark the runways as closed and turn off the airport beacon.

d. Permanently closed airports

When the airport is closed permanently, mark the runways as permanently closed, disconnect the airport beacon, and place an "X" in the segmented circle or at a central location if no segmented circle exists.

3-9. HAZARD MARKING AND LIGHTING.

Provide prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles. Using appropriate hazard marking and lighting may prevent damage, injury, traffic delays, and/or facility closures. Hazard marking and lighting must restrict access and make specific hazards obvious to pilots, vehicle drivers, and other personnel. Barricades, traffic cones (weighted or sturdily attached to the surface), or flashers are acceptable methods used to identify and define the limits of construction and hazardous areas on airports.

Provide temporary hazard marking and lighting to prevent aircraft from taxiing onto a closed runway for takeoff and to identify open manholes, small areas under repair, stockpiled material, and waste areas. Also consider less obvious construction-related hazards and include markings to identify FAA, airport, and National Weather Service facilities cables and power lines; instrument landing system (ILS) critical areas; airport surfaces, such as RSA, OFA, and OFZ; and other sensitive areas to make it easier for contractor personnel to avoid these areas.

The construction specifications must include a provision requiring the contractor to 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 airport.

a. Nonmovement areas.

Indicate construction locations on nonmovement areas in which no part of an aircraft may enter by using barricades that are marked with diagonal, alternating orange and white stripes. Barricades may be supplemented with alternating

orange and white flags at least 20 by 20 inches (50 by 50 cm) square and made and installed so they are always in an extended position, properly oriented, and securely fastened to eliminate jet engine ingestion. Such barricades may be many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels. During reduced visibility or night hours, supplement the barricades with red lights, either flashing or steady-burning, which should meet the luminance requirements of the State Highway Department (yellow lights are not acceptable after October 1, 2004). The intensity of the lights and spacing for barricade flags and lights must adequately and without ambiguity delineate the hazardous area.

b. Movement areas.

Use orange traffic cones; red lights, either flashing or steady-burning, which should meet the luminance requirements of the State Highway Department (yellow lights are not acceptable after October 1, 2004); collapsible barricades marked with diagonal, alternating orange and white stripes; and/or signs to separate all construction/maintenance areas from the movement area. All barricades, temporary markers, and other objects placed and left in safety areas associated with any open runway, taxiway, or taxilane must be as low as possible to the ground; of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, or other surface wind currents. If affixed to the surface, they must be frangible at grade level or as low as possible, but not to exceed 3 inches (7.6cm) above the ground. Do not use nonfrangible hazard markings, such as concrete barriers and/or metal-drum-type barricades, in aircraft movement areas. Do not use railroad ties on runways.

Use highly reflective barriers with flashing or steady-burning red lights to barricade taxiways leading to closed runways. Evaluate all operating factors when determining how to mark temporary closures that can last from 10 to 15 minutes to a much longer period of time. However, we strongly recommend that, even for closures of relatively short duration, major taxiway/runway intersections be identified with barricades spaced no greater than 20 feet (6m) apart. Mark the barricades with a flashing or steady-burning red light. At a minimum, use a single barricade placed on the taxiway centerline.

3-10. CONSTRUCTION NEAR NAVIGATIONAL AIDS (NAVAIDS).

Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDs require special consideration since they may interfere with signals essential to air navigation. Evaluate the effect of construction activity and the required distance and direction from the NAVAID for each construction project. Pay particular attention to stockpiling material, as well as to movement and parking of equipment that may interfere with line of sight from the ATCT or with electronic emissions. Interference from construction may require NAVAID shutdown or adjustment of instrument approach minimums for IFR. This condition requires that a NOTAM be filed. Construction activities and materials/equipment storage near a NAVAID may also obstruct access to the equipment and instruments for maintenance. Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, consult with the nearest FAA Airway Facilities Office.

3-11. CONSTRUCTION SITE ACCESS AND HAUL ROADS.

Determine the construction contractor's access to the construction sites and haul roads. Do not permit the construction contractor to use any access or haul roads other than those approved. Construction contractors must submit specific proposed routes associated with construction activities to the airport operator for evaluation and approval as part of the safety plan before beginning construction activities. These proposed routes must also provide specifications to prevent inadvertent entry to movement areas. Pay special attention to ensure that ARFF right of way on access and haul roads is not impeded at any time and that construction traffic on haul roads does not interfere with NAVAIDs or approach surfaces of operational runways.

3-12. CONSTRUCTION MATERIAL STOCKPILING.

Stockpiled materials and equipment storage are not permitted within the RSA and OFZ of an operational runway. The airport operator must ensure that stockpiled materials and equipment adjacent to these areas are prominently marked and lighted during hours of restricted visibility or darkness. This includes determining and verifying that materials are stored at an approved location to prevent foreign object damage and attraction of wildlife.

3-13. OTHER LIMITATIONS ON CONSTRUCTION.

Contractors may not use open-flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use. Under no circumstances should flare pots be used within the AOA at any time. The use of electrical blasting caps must not be permitted on or within 1,000 feet (300m) of the airport property (see AC 150/5370-10, *Standards for Specifying Construction of Airports*).

3-14. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT.

Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. Construction contractors must not leave or place FOD on or near active aircraft movement areas. Materials tracked onto these areas must be continuously removed during the construction project. We also recommend that airport operators and construction contractors carefully control and continuously remove waste or loose materials that might attract wildlife.

Section 4. Safety Hazards and Impacts

3-15. OVERVIEW.

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. Airport operators and contractors should consider the following when performing inspections of construction activity:

a. Excavation adjacent to runways, taxiways, and aprons.

b. Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxilane; in the related object-free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.

c. Runway resurfacing projects resulting in lips exceeding 3 inches (7.6cm) from pavement edges and ends.

d. Heavy equipment (stationary or mobile) operating or idle near AOAs, in runway approaches and departures areas, or in OFZs.

e. Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigational and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.

f. Tall and especially relatively low-visibility units (i.e., equipment with slim profiles)—cranes, drills, and similar objects—located in critical areas, such as OFZs and approach zones.

g. Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxilane or in a related safety, approach, or departure area.

h. Obstacles, loose pavement, trash, and other debris on or near AOAs. Construction debris (gravel, sand, mud, paving materials, etc.) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.

i. Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOAs create aviation hazards.

j. Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOAs create aviation hazards.

k. Wildlife attractants—such as trash (food scraps not collected from construction personnel activity), grass seeds, or ponded water—on or near airports.

l. Obliterated or faded markings on active operational areas.

m. Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.

n. Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction-related airport conditions.

o. Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway/taxiway lighting; loss of navigational, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.

p. Restrictions on ARFF access from fire stations to the runway-taxiway system or airport buildings.

q. Lack of radio communications with construction vehicles in airport movement areas.

r. Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport

that could be distracting, confusing, or alarming to pilots during aircraft operations.

s. Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.

t. Spillage from vehicles (gasoline, diesel fuel, oil, etc.) on active pavement areas, such as runways, taxiways, ramps, and airport roadways.

u. Failure to maintain drainage system integrity during construction (e.g., no temporary drainage provided when working on a drainage system).

v. Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.

w. Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.

x. Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.

y. Site burning, which can cause possible obscuration.

z. Construction work taking place outside of designated work areas and out of phase.

APPENDIX 1. RELATED READING MATERIAL

1. Obtain the latest version of the following free publications from the FAA on its Web site at **http://www.faa.gov/arp/.** In addition, these ACs are available by contacting the U.S. Department of Transportation, Subsequent Distribution Office, SVC-121.23, Ardmore East Business Center, 3341 Q 75th Avenue, Landover, MD 20785.

a. AC 150/5200-28, *Notices to Airmen (NOTAM) for Airport Operators.* Provides guidance for the use of the NOTAM System in airport reporting.

b. AC 150/5200-30, *Airport Winter Safety and Operations.* Provides guidance to airport owners/operators on the development of an acceptable airport snow and ice control program and on appropriate field condition reporting procedures.

c. AC 150/5200-33, *Hazardous Wildlife Attractants On or Near Airports.* Provides guidance on locating certain land uses having the potential to attract hazardous wildlife to public-use airports.

d. AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport.* Provides guidance, specifications, and standards for painting, marking, and lighting vehicles operating in the airport air operations areas.

e. AC 150/5220-4, *Water Supply Systems for Aircraft Fire and Rescue Protection.* Provides guidance for the selection of a water source and standards for the design of a distribution system to support aircraft rescue and fire fighting service operations on airports.

f. AC 150/5340-1, *Standards for Airport Markings.* Contains FAA standards for markings used on airport runways, taxiways, and aprons.

g. AC 150/5340-14B, *Economy Approach Lighting Aids.* Describes standards for the design, selection, siting, and maintenance of economy approach lighting aids.

h. AC 150/5340-18, *Standards for Airport Sign Systems.* Contains FAA standards for the siting and installation of signs on airport runways and taxiways.

i. AC 150/5345-28, *Precision Approach Path Indicator (PAPI) Systems.* Contains the FAA standards for PAPI systems, which provide pilots with visual glide slope guidance during approach for landing.

j. AC 150/5380-5, *Debris Hazards at Civil Airports.* Discusses problems at airports, gives information on foreign objects, and explains how to eliminate such objects from operational areas.

k. AC 70/7460-2, *Proposed Construction or Alteration of Objects that May Affect the Navigable Airspace.* Provides information to persons proposing to erect or alter an object that may affect navigable airspace and explains the need to notify the FAA before construction begins and the FAA's response to those notices, as required by 14 CFR part 77.

2. Obtain copies of the following publications from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. Send a check or money order made payable to the Superintendent of Documents in the amount stated with your request. The Government Printing Office does not accept C.O.D. orders. In addition, the FAA makes these ACs available at no charge on the Web site at **http://www.faa.gov/arp/.**

a. AC 150/5300-13, *Airport Design.* Contains FAA standards and recommendations for airport design, establishes approach visibility minimums as an airport design parameter, and contains the object-free area and the obstacle free-zone criteria. ($26. Supt. Docs.) SN050-007-01208-0.

b. AC 150/5370-10, *Standards for Specifying Construction of Airports.* Provides standards for construction of airports. Items covered include earthwork, drainage, paving, turfing, lighting, and incidental construction. ($18. Supt. Docs.) SN050-007-0821-0.

APPENDIX 2. DEFINITIONS OF TERMS USED IN THE AC

1. AIR OPERATIONS AREA (AOA). Any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operations area includes such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runways, taxiways, or aprons.

2. CONSTRUCTION. The presence and movement of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft.

3. CERTIFICATED AIRPORT. An airport that has been issued an Airport Operating Certificate by the FAA under the authority of 14 CFR part 139, Certification and Operation: Land Airports Serving Certain Air Carriers, or its subsequent revisions.

4. FAA FORM 7460-1, NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION. The form submitted to the FAA Regional Air Traffic or Airports Division Office as formal written notification of any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR part 77, Objects Affecting Navigable Airspace (see AC 70/7460-2, *Proposed Construction or Alteration of Objects that May Affect the Navigable Airspace*, found at **http://www.faa.gov/arp/**).

5. FAA FORM 7480-1, NOTICE OF LANDING AREA PROPOSAL. Form submitted to the FAA Airports Regional Division Office or Airports District Office as formal written notification whenever a project without an airport layout plan on file with the FAA 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 (found at **http://www.faa.gov/arp/**).

6. MOVEMENT AREA. The runways, taxiways, and other areas of an airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas (reference 14 CFR part 139).

7. OBSTRUCTION. Any object/obstacle exceeding the obstruction standards specified by 14 CFR part 77, subpart C.

8. OBJECT-FREE AREA (OFA). An area on the ground centered on the runway, taxiway, or taxilane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes (see AC 150/5300-13, *Airport Design,* for additional guidance on OFA standards and wingtip clearance criteria).

9. OBSTACLE-FREE ZONE (OFZ). The airspace below 150 feet (45m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway and for missed approaches (refer to AC 150/5300-13 for guidance on OFZs).

10. RUNWAY SAFETY AREA (RSA). A 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, in accordance with AC 150/5300-13.

11. TAXIWAY SAFETY AREA. A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway, in accordance with AC 150/5300-13.

12. THRESHOLD. The beginning of that portion of the runway available for landing. In some instances, the landing threshold may be displaced.

13. DISPLACED THRESHOLD. The portion of pavement behind a displaced threshold that may be available for takeoffs in either direction or landing from the opposite direction.

14. VISUAL GLIDE SLOPE INDICATOR (VGSI). This device provides a visual glide slope indicator to landing pilots. These systems include precision approach path indicators (PAPIs), visual approach slope indicators (VASIs), and pulse light approach slope indicators (PLASIs).

APPENDIX 3. AIRPORT CONSTRUCTION SAFETY PLANNING GUIDE

Aviation Safety Requirements During Construction

PURPOSE. *This appendix provides airport operators with boilerplate format and language for developing a safety plan for an airport construction project. Adapt this appendix, as applicable, to specific conditions found on the airport for which the plan is being developed. Consider including a copy of this safety plan in the construction drawings for easy access by contractor personnel. Plans should contain the following:*

1. GENERAL SAFETY REQUIREMENTS.

Throughout the construction project, the following safety and operational practices should be observed:

- Operational safety should be a standing agenda item during progress meetings throughout the construction project.
- The contractor and airport operator must perform onsite inspections throughout the project, with immediate remedy of any deficiencies, whether caused by negligence, oversight, or project scope change.
- Airport runways and taxiways should remain in use by aircraft to the maximum extent possible.
- Aircraft use of areas near the contractor's work should be controlled to minimize disturbance to the contractor's operation.
- Contractor, subcontractor, and supplier employees or any unauthorized persons must be restricted from entering an airport area that would be hazardous.
- Construction that is within the safety area of an active runway, taxiway, or apron that is performed under normal operational conditions must be performed when the runway, taxiway, or apron is closed or use-restricted and initiated only with prior permission from the airport operator.
- The contracting officer, airport operator, 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.

2. CONSTRUCTION MAINTENANCE AND FACILITIES MAINTENANCE.

Before beginning any construction activity, the contractor must, through the airport operator, give notice [using the Notice to Airmen (NOTAM) System] of proposed location, time, and date of commencement of construction. Upon completion of work and return of all such areas to standard conditions, the contractor must, through the airport operator, verify the cancellation of all notices issued via the NOTAM System. Throughout the duration of the construction project, the contractor must—

a. Be aware of and understand the safety problems and hazards described in AC 150/5370-2, *Operational Safety on Airports During Construction.*

b. Conduct activities so as not to violate any safety standards contained in AC 150/5370-2 or any of the references therein.

c. Inspect all construction and storage areas as often as necessary to be aware of conditions.

d. Promptly take all actions necessary to prevent or remedy any unsafe or potentially unsafe conditions as soon as they are discovered.

3. APPROACH CLEARANCE TO RUNWAYS.

Runway thresholds must provide an unobstructed approach surface over equipment and materials. (Refer to Appendix 2 in AC 150/5300-13, *Airport Design,* for guidance in this area.)

4. RUNWAY AND TAXIWAY SAFETY AREA (RSA AND TSA).

Limit construction to outside of the approved RSA, as shown on the approved airport layout plan—unless the runway is closed or restricted to aircraft operations, requiring a lesser standard RSA that is equal to the RSA available during construction (see AC 150/5370-2 for exceptions). Construction activity within the TSA is permissible when the taxiway is open to aircraft traffic if adequate wingtip clearance exists between the aircraft and equipment/material; evacuations, trenches, or other conditions are conspicuously marked and lighted; and local NOTAMs are in effect for the activity (see AC 150/5300-13 for wingtip clearance requirements). The NOTAM should state that, "personnel and equipment are working adjacent to Taxiway____."

a. Procedures for protecting runway edges.

- Limit construction to no closer than 200 feet (60m) from the runway centerline—unless the runway is closed or restricted to aircraft operations, requiring a lesser standard RSA

that is equal to the RSA available during construction.

- Prevent personnel, material, and/or equipment, as defined in AC 150/5300-13, Paragraph 306, "Obstacle Free Zone (OFZ)," from penetrating the OFZ.
- Coordinate construction activity with the Airport Traffic Control Tower (ATCT) and FAA Regional Airports Division Office or Airports District Office, and through the airport operator, issue an appropriate NOTAM.

Complete the following chart to determine the area that must be protected along the runway edges:

Runway	Aircraft Approach Category* A, B, C, or D	Airplane Design Group* I, II, III, or IV	RSA Width in Feet Divided by 2*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*See AC 150/5300-13, *Airport Design,* to complete the chart for a specific runway.

b. Procedures for protecting runway ends.

- Maintain the RSA from the runway threshold to a point at least the distance from the runway threshold as existed before construction activity—unless the runway is closed or restricted to aircraft operations, requiring an RSA that is equal to the RSA length available during construction in accordance with AC 150/5300-13. This may involve the use of declared distances and partial runway closures (see AC 150/5370-2 for exceptions).
- Ensure all personnel, materials, and/or equipment are clear of the applicable threshold siting criteria surface, as defined in Appendix 2, "Threshold Siting Requirements," of AC 150/5300-13.
- Prevent personnel, material, and/or equipment, as defined in AC 150/5300-13, from penetrating the obstacle-free zone.
- Ensure adequate distance for blast protection is provided, as needed.
- Coordinate construction activity with the ATCT and FAA Regional Airports Division Office or Airports District Office, and through the airport operator, issue an appropriate NOTAM.
- Provide a drawing showing the profile of the appropriate surfaces of each runway end where construction will take place. Where operations by turbojet aircraft are anticipated, review takeoff procedures and jet blast characteristics of aircraft and incorporate safety measures for construction workers in the contract documents.

Complete the following chart to determine the area that must be protected before the runway threshold:

Runway End Number	Airplane Design Group* I, II, III, or IV	Aircraft Approach Category* A, B, C, or D	Minimum Safety Area Prior to the Threshold*	Minimum Unobstructed Approach Slope
_____	_____	_____	_____: FEET	____: 1 to (threshold)
_____	_____	_____	_____: FEET	____: 1 to (threshold)
_____	_____	_____	_____: FEET	____: 1 to (threshold)
_____	_____	_____	_____: FEET	____: 1 to (threshold)

*See AC 150/5300-13, *Airport Design,* to complete the chart for a specific runway.

5. MARKING AND LIGHTING FOR TEMPORARY THRESHOLDS.

Marking and lighting for a temporary threshold is____/is not____ required. The airport owner or contractor, as specified in the contract, will furnish and maintain markings for temporary thresholds. Precision approach path indicators (PAPIs) or runway end identification lights (REIL) are____/are not____ required. The airport owner or contractor, as specified in the contract, will furnish and install all temporary lighting. Include appropriate items per AC 150/5370-2, Chapter 3, "Safety Standards and Guidelines." *If marking and lighting for the temporary threshold is not required, delete this section of the safety plan. If visual aids and/or markings are necessary, provide details. (Include applicable 14 CFR part 77 surfaces in the contract documents.)*

6. CLOSED RUNWAY MARKINGS AND LIGHTING.

The following must be specified for closed runways. Closed runway marking are ____/are not____ required. Closed runway markings will be as shown on the plans____/as furnished by the airport owner____/other____ (specify). Barricades, flagging, and flashers are____/are not____required at Taxiway____ and Runway____and will be supplied by the airport ____/other____(specify).

7. HAZARDOUS AREA MARKING AND LIGHTING.

Hazardous areas on the movement area will be marked with barricades, traffic cones, flags, or flashers (specify). These markings restrict access and make hazards obvious to aircraft, personnel, and vehicles. During periods of low visibility and at night, identify hazardous areas with red flashing or steady-burning lights (specify). The hazardous area marking and lighting will be supplied by the airport operator/contractor, as specified in the contract, and will be depicted on the plans.

8. TEMPORARY LIGHTING AND MARKING.

Airport markings, lighting, and/or signs will be altered in the following manner (specify) during the period from _____ to _____. The alterations are depicted on the plans.

9. VEHICLE OPERATION MARKING AND CONTROL.

Include the following provisions in the construction contract, and address them in the safety plans:

a. When any vehicle, other than one that has prior approval from the airport operator, must travel over any portion of an aircraft movement area, it will be escorted and properly identified. To operate in those areas during daylight hours, the vehicle must have a flag or beacon attached to it. Any vehicle operating on the movement areas during hours of darkness or reduced visibility must be equipped with a flashing dome-type light, the color of which is in accordance with local or state codes.

b. It may be desirable to clearly identify the vehicles for control purposes by either assigned initials or numbers that are prominently displayed on each side of the vehicle. The identification symbols should be at minimum 8-inch (20-cm) block-type characters of a contrasting color and easy to read. They may be applied either by using tape or a water-soluble paint to facilitate removal. Magnetic signs are also acceptable. In addition, vehicles must display identification media, as specified in the approved security plan. *(This section should be revised to conform to the airport operator's requirements.)*

c. Employee parking shall be _____ (specify location), as designated by the airport manager_____/ project engineer_____/other_____ (specify).

d. Access to the job site shall be via_____ (specify route), as shown on the plans_____/designated by the engineer_____/designated by the superintendent_____/designated by the airport manager_____/other_____ (specify).

e. At 14 CFR part 139 certificated and towered airports, all vehicle operators having access to the movement area must be familiar with airport procedures for the operation of ground vehicles and the consequences of noncompliance.

f. If the airport is certificated and/or has a security plan, the airport operator should check for guidance on the additional identification and control of construction equipment.

10. NAVIGATIONAL AIDS.

The contractor must not conduct any construction activity within navigational aid restricted areas without prior approval from the local FAA Airway Facilities sector representative. Navigational aids include instrument landing system components and very high-frequency omnidirectional range, airport surveillance radar. Such restricted areas are depicted on construction plans.

11. LIMITATIONS ON CONSTRUCTION.

Additional limitations on construction include—

a. Prohibiting open-flame welding or torch cutting operations unless adequate fire safety precautions are provided and these operations have been authorized by the airport operator *(as tailored to conform to local requirements and restrictions).*

b. Prominently marking open trenches, excavations, and stockpiled materials at the construction and lighting these obstacles during hours of restricted visibility and darkness.

c. Marking and lighting closed, deceptive, and hazardous areas on airports, as appropriate.

d. Constraining stockpiled material to prevent its movement as a result of the maximum anticipated aircraft blast and forecast wind conditions.

12. RADIO COMMUNICATIONS.

Vehicular traffic located in or crossing an active movement area must have a working two-way radio in contact with the control tower or be escorted by a person in radio contact with the tower. The driver, through personal observation, should confirm that no aircraft is approaching the vehicle position. Construction personnel may operate in a movement area without two-way radio communication provided a NOTAM is issued closing the area and the area is properly marked to prevent incursions. Two-way radio communications are ____/are not____required between contractors and the Airport Traffic Control Tower_____/FAA Flight Service Station_____/Airport Aeronautical Advisory Stations (UNICOM/CTAF)_____. Radio contact is _____/is not_____ required between the hours of ____and _____. Continuous monitoring is required _____/or is required only when equipment movement is necessary in certain areas_____. *(This section may be tailored to suit the specific vehicle and safety requirements of the airport sponsor.)*

13. DEBRIS.

Waste and loose material must not be placed in active movement areas. Materials tracked onto these areas must be removed continuously during the work project.

APPENDIX 4. SAMPLE NOTAM

_____ **AIRPORT**

FAA NOTAM # _____ **DATE:** _____

AIRPORT I.D. # _____ **TIME:** _____

NOTAM TEXT:

NOTIFICATON:

TOWER _____ _____ _____ _____

PHONE # INITIALS TIME CALLED IN BY

FSS _____ _____ _____ _____

PHONE # INITIALS TIME CALLED IN BY

AIRLINES

_____ _____

_____ _____

_____ _____

CANCELLED:

NOTIFICATON:

TOWER _____ _____ _____ _____

PHONE # INITIALS TIME CALLED IN BY

FSS _____ _____ _____ _____

PHONE # INITIALS TIME CALLED IN BY

AIRLINES

_____ _____

_____ _____

_____ _____

MISCELLANEOUS DOCUMENTATION

GEOTECHNICAL INVESTIGATION

RUNWAY 18-36 INVESTIGATION
PERRY-FOLEY REGIONAL AIRPORT
PERRY, FLORIDA

Prepared For:

AVCON, INC.
320 BAYSHORE DRIVE, SUITE A
NICEVILLE, FLORIDA 32578

Prepared By:

ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.
3154 ELIZA ROAD
TALLAHASSEE, FLORIDA 32308
(850) 386-1253

December 2010
52-06-10-03

EGS

ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.

December 6, 2010

EGS File: 52-06-10-03

AVCON, Inc.
320 Bayshore Drive
Suite A
Niceville, FL 32578

TO: Lee Lewis P.E., Regional Manager
AVCON, Inc.

SUBJECT: Report of Geotechnical Investigation
Runway 18-36 Investigation
Perry-Foley Regional Airport
Perry, Florida

Environmental and Geotechnical Specialists, Inc. (**EGS**) has completed the Geotechnical Investigation for the proposed Runway 18-36 Improvements at the Perry-Foley Regional Airport, in Perry, Florida. This Report contains a summary of the limited subsurface investigation, description of subsurface materials encountered, measured groundwater data, estimated "normal" seasonal high groundwater data, and California Bearing Ratio (**CBR**) values at the locations chosen by AVCON, Inc. (**AVCON**).

SCOPE OF SERVICES

The following Scope of Services were authorized and provided for this study:

- Installation of five (5) cores through the existing runway at locations requested and identified to **EGS** by **AVCON** – the asphalt cores were given to **AVCON** personnel;
- Installation of five (5) soil borings ranging in depth from 15 to 25 feet at locations identified in the field to **EGS** by **AVCON**;
- Collection of three (3) subgrade samples at locations identified to **EGS** by **AVCON** for **EGS** to perform **CBR** testing;
- Testing representative soils in the laboratory for evaluation of classification and uniformity; and,
- Preparation of this Report.

It should be noted that all evaluations of the subsurface conditions relative to strength and karst potential were beyond the Scope of Services authorized.

GENERAL SITE CONDITIONS

Runway 18-36 is a north-south runway at the Perry-Foley Regional Airport which is used for the takeoff and landing of aircraft at the facility. The project site is located in Taylor County southwest of Perry, Florida. A Project Location Map has been provided as **Figure 1**.

A copy of the United States Geological Survey (**USGS**) Topographic Survey Map of the project area has been included as **Figure 2**. As can be seen in **Figure 2**, Carlton Spring River is located just south of the Project Site, with the river elevation at approximately EL 35 feet. The depth to groundwater below the airport appears to be at about 10 feet with the normal seasonal high groundwater at a depth of between 5 and 10 feet.

The existing site conditions are shown on the aerial photographs provided as **Figures 3A** and **3B**. As can be seen in these **Figures**, the locations where the soil borings were installed and subgrade samples collected is clear and is part of the active airport.

It should be noted that karst features have been reported in the vicinity of the airport. The existence of karst features around the airport is clearly visible in **Figure 2**. As mentioned previously, the evaluation of the subsurface conditions relative to existence of active karst features was beyond the Scope of Services authorized.

SUBSURFACE INVESTIGATION

The limited subsurface investigation outlined in this Report was conducted in October 2010 under the supervision of Thomas Hayden, P.E., with Myron Hayden, P.E., serving as the Senior Geotechnical Engineer.

EGS installed five (5) soil borings for this study, at locations identified to **EGS** by **AVCON**. The Soil Borings, labeled **EGS-1** through **EGS-5**, were installed to the depths specified by **AVCON**'s on-site engineer. The soil borings were installed using **EGS**'s BK 51 rotary drill rig with standard penetration tests (**SPT**) conducted on two and one-half (2 ½) feet intervals in accordance with the American Association of State Highway and Transportation Officials (**AASHTO**) Procedure T 206-09.

The **SPT** values were performed using a 140-pound hydraulic auto-hammer. Based on the presence of underground utilities, the first six (6) feet of each Soil Boring was installed with a hand auger coupled with Cone Penetration Index (**CPI**) tests performed at depths of two and one-half (2 ½) and five (5) feet below the ground surface

In this Report, the **CPI** test values have been converted to equivalent Standard Penetration Test (**SPT**) "**N**" values using the **CPI/SPT** correlation of **SPT** "**N**" = **CPI**/4. The soil boring locations have been provided in **TABLE 1** and the location of the soil borings are shown in the Soil Boring Location Map provided as **Figure 3A**.

Three (3) subgrade samples were collected at the locations requested by **AVCON** for **EGS** to conduct **CBR** tests. The three (3) sample locations have been shown in the **CBR** Test Location Map provided as **Figure 3B**.

The laboratory testing included water contents (Florida Test Method (FM) 5-535), Atterberg Limits (FM-1-T089 & FM-1-T090), grain-size distributions (FM-1-T088), and **CBR** tests (ASTM D 1883). The subsurface soils were classified with respect to both the Unified Soil Classification System (**UNIFIED**) and the American Association of State Highway and Transportation Officials (**AASHTO**) Soil Classification System.

A summary of the field and laboratory testing can be seen in the Report of Tests provided in **APPENDIX A**. In addition, a copy of the Report of Core Borings has also been provided in **APPENDIX A**. Copies of the detailed Soil Boring Logs and Soil Classification Data have been provided in **APPENDICES B** and **C**, respectively.

SUBSURFACE CONDITIONS

Soils - The "General" subsurface soil conditions at soil boring location can be seen in **Figure 4**. As can be seen in the **Figure** the depth to limestone varied from about 12 to 20 feet. It should be noted that in Soil Boring **EGS-3** the soils above the limestone are fairly loose with a very soft zone (Weight of Hammer {**WOH**}) in the limestone at a depth of about 23 feet.

Groundwater - Groundwater was encountered in all five (5) soils borings installed for this study. The depth to measured groundwater was between 10 and 11 feet. The depth to estimated normal seasonal high groundwater was five (5) and seven (7) feet.

The specific groundwater for each soil boring location has been provided in **TABLE 1**. It should be noted that the elevations were not available at the time of the Report.

USDA Soil Survey - As part of this investigation, **EGS** reviewed the United States Department of Agriculture's (**USDA**) Soil Survey of Taylor County. The soils reported in the **USDA** Soil Survey consist of a combination of **Ortega Fine Sand**, **Ridgewood Fine Sand**, and **Lutterloh Fine Sand**. Based on the investigation performed for this study, Fine Sand (**SP-SM A-3**) was not encountered during this investigation.

EGS believes that the subsurface materials encountered in the Soil Borings are likely comprised of **Ridgewood Fine Sand**. Copies of selected **TABLES** from the **USDA** Soil Survey and **Figure D1** have been provided in **APPENDIX D**. A Summary of the **USDA** Soil Survey Data has also been provided in **TABLE 2**.

CBR Data - Three (3) **CBR** tests were conducted on the soils collected at the locations identified to **EGS** by **AVCON**. All three (3) soil samples were "**SELECT**" soils as defined by the Florida Department of Transportation's (**FDOT**) Standard Design Indices. The results of the **CBR** tests are provided in **APPENDIX E** and summarized in **TABLE 3**.

Closure

The data and results presented in this Report are intended for the use of **AVCON, Inc** for the design of the proposed improvements to the Perry-Foley Airport Runway 18-36, as identified herein. This Report is not intended for any other use and will likely not be applicable. The data and recommendations presented in this Report are based on the soil boring made at the specific location and depth noted. Subsurface conditions at other locations may vary significantly from those presented herein. Should data become available which is different from the data presented herein, **Environmental and Geotechnical Specialists, Inc.** requests the opportunity to review the data and make any modifications to the design recommendations that may be appropriate.

If you have any questions concerning the information presented in this Report, please call me at 850-386-1253.

Very truly yours,

ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.
Florida Certification of Engineering Authorization Number: 6222

12.6.2010
Thomas H, Hayden, P.E.
Project Engineer
FL PE Number 67492

TABLES

TABLE 1
SOIL BORING AND GROUNDWATER DATA
AIRPORT RUNWAY 18-36 INVESTIGATION
PERRY-FOLEY REGIONAL AIRPORT
PERRY, FLORIDA

BORING NUMBER	DEPTH OF SOIL BORING (FEET) [1]	BORING LOCATION [2] (FEET)	MEASURED GROUNDWATER [3,4]	ESTIMATED "NORMAL" SEASONAL HIGH GROUNDWATER	GLOBAL POSITIONING SATELLITE SYSTEM COORDINATES [5]			
					LATITUDE		LONGITUDE	
			DEPTH [1] (FEET)	DEPTH [1] (FEET)	DEG(°)	MIN (')	DEG(°)	MIN (')
RUNWAY 18-36 SOIL BORINGS								
EGS-1	20.0	2,000 FEET SOUTH OF THE NORTH EDGE OF RUNWAY 18-36	10.2	6.0	30	4.248	83	35.099
EGS-2	15.0	700 FEET NORTH OF THE SOUTH EDGE OF RUNWAY 18-36	10.4	7.5	30	3.862	83	35.105
EGS-3	25.0	1,100 FEET NORTH OF THE SOUTH EDGE OF RUNWAY 18-36 (SHOULDER)	10.0	5.0	30	3.967	83	35.098
EGS-4	20.0	1,100 FEET SOUTH OF THE NORTH EDGE OF RUNWAY 18-36	10.5	6.0	30	4.344	83	35.098
EGS-5	20.0	700 FEET SOUTH OF THE NORTH EDGE OF RUNWAY 18-36	10.4	6.0	30	4.440	83	35.109
CBR SAMPLE LOCATIONS								
CBR #1	0.5 - 1.5	1,250 FEET NORTH OF THE SOUTH EDGE OF RUNWAY 18-36						
CBR #2	0.5 - 1.5	2,500 FEET NORTH OF THE SOUTH EDGE OF RUNWAY 18-36						
CBR #3	0.5 - 1.5	1,250 FEET SOUTH OF THE NORTH EDGE OF RUNWAY 18-36						

NOTES: 1. DEPTHS ARE BELOW EXISTING GROUND SURFACE
2. BASED ON LOCATIONS DETERMINED BY AVCON, INC. SEE FIGURE 3 FOR BORING LOCATIONS.
3. BASED ON INITIAL MEASURED WATER VALUES ENCOUNTERED IN THE FIELD.
4. 24-HR GROUNDWATER LEVELS COULD NOT BE MEASURED DUE TO SITE RESTRICTIONS.
5. 24-HR GROUNDWATER LEVELS COULD NOT BE MEASURED DUE TO SITE RESTRICTIONS.
6. ELEVATIONS NOT AVAILABLE AT THE TIME OF THIS REPORT

TABLE 2
USDA SOIL SURVEY DATA
AIRPORT RUNWAY 18-36 INVESTIGATION
PERRY-FOLEY REGIONAL AIRPORT
PERRY, FLORIDA

BORING NUMBER	MATERIAL REFERENCE [2]	DEPTH (INCHES)	MATERIAL DESCRIPTION	MATERIAL CLASSIFICATION	DEPTH TO SEASONAL HIGH GROUNDWATER (FEET)
EGS-1,2,4	12	0.0-5.0	ORTEGA, FINE SAND	A-3	3.5-6.0
		5.0-80.0	ORTEGA, FINE SAND, SAND	A-3	
N/A [1]	15	0.0-0.9	RIDGEWOOD, FINE SAND	A-3, A-2-4	1.5-3.5
		9.0-80.0	RIDGEWOOD, FINE SAND, SAND	A-3, A-2-4	
EGS-3,5	16	0.0-0.8	LUTTERLOH, FINE SAND	A-3	1.5-3.5
		8.0-51.0	LUTTERLOH, SAND, FINE SAND	A-3	
		51.0-80.0	LUTTERLOH, FINE SANDY LOAM, VERY FINE SANDY LOAM, SANDY CLAY LOAM	A-2-4, A-2-6, A-4, A-6	

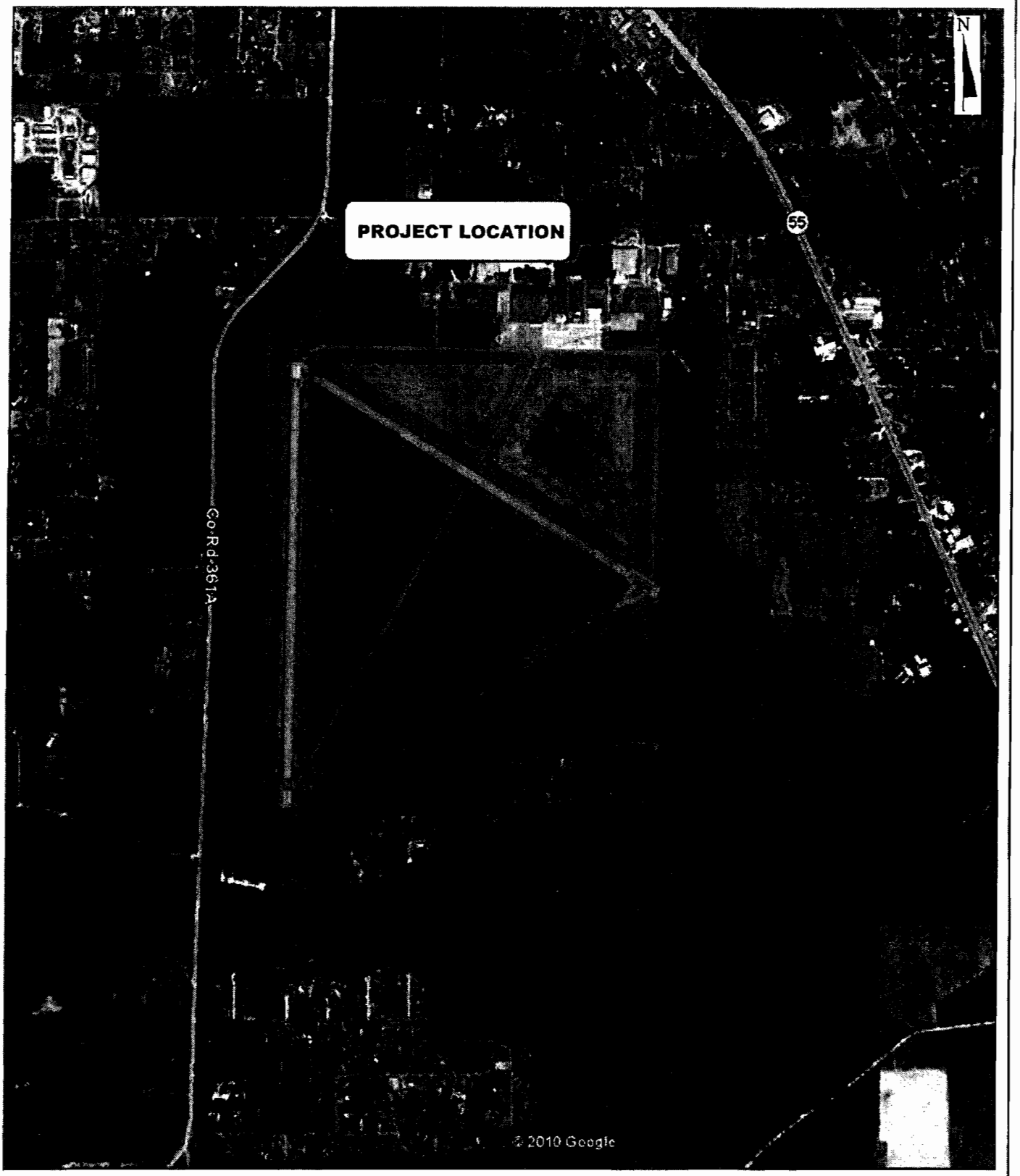
NOTES:
1. MATERIAL SHOWN ON THE NORTH AND SOUTH EDGES OF RUNWAY 18-36.
2. BASED ON THE USDA SOIL SURVEY REPORT FOR TAYLOR COUNTY, FLORIDA
3. SEE APPENDIX D FOR DETAILED USDA SOIL SURVEY INFORMATION

TABLE 3
CBR SUMMARY
RUNWAY 18-36 IMPROVEMENTS
PERRY-FOLEY REGIONAL AIRPORT
PERRY, FLORIDA

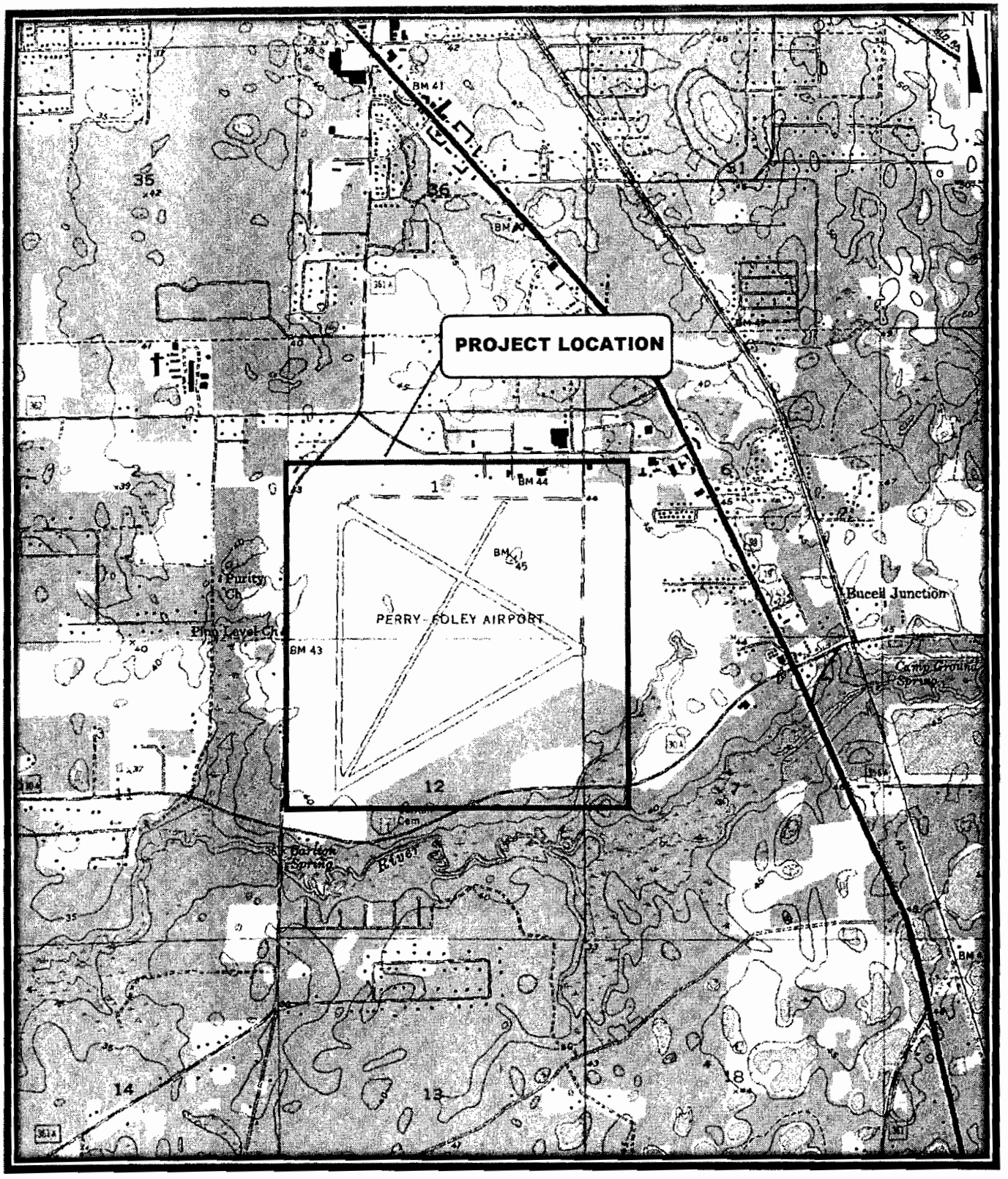
STRATUM NUMBER [1]	SAMPLE NUMBER [2]	MAXIMUM DRY DENSITY [3] (lb/ft^3)	OPTIMUM WATER CONTENT [3] (%)	CBR VALUE				AVERAGE DESIGN CBR [5]
				CBR VALUE AT 10 BLOWS PER LAYER [4]	CBR VALUE AT 25 BLOWS PER LAYER [4]	CBR VALUE AT 56 BLOWS PER LAYER [4]	DESIGN CBR [5]	
1	CBR #1	108.0	10.9	10	16	22	20	25
	CBR #2	109.2	10.1	10	15	25	27	
	CBR #3	109.3	10.5	12	15	21	28	

NOTES:
1. SEE TABLE 2 FOR STRATUM NUMBERS AND DESCRIPTIONS.
2. SEE FIGURE 3 FOR CBR TEST LOCATIONS. LOCATIONS DETERMINED BY AVCON, INC.
3. BASED ON AASHTO T180 METHOD A MODIFIED TEST.
4. BASED ON ASTM D1883 TEST.
5. BASED ON THE CORRECTED CBR VALUE AT 100% DRY DENSITY OF AASHTO T180 MODIFIED.

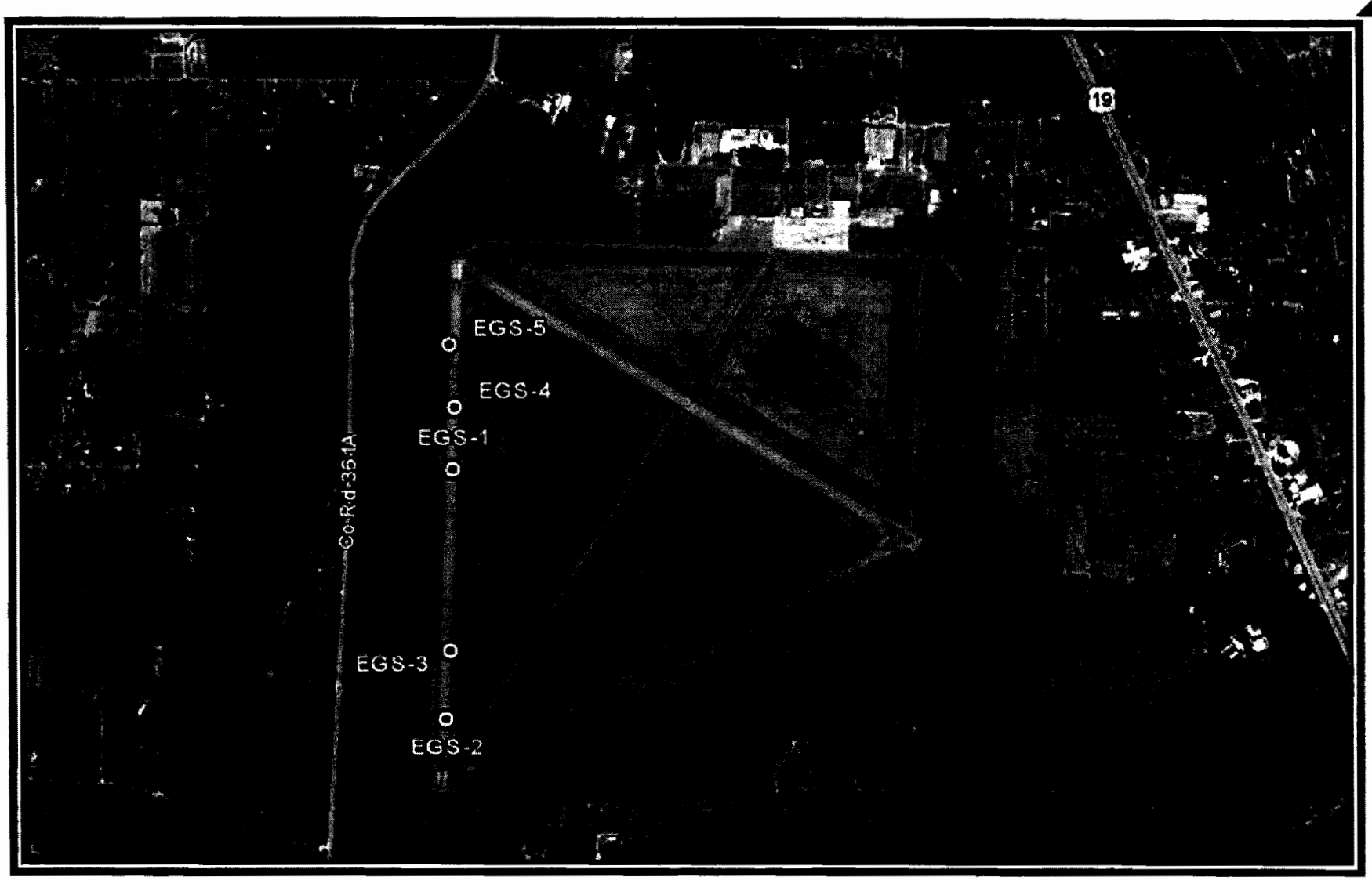
FIGURES



DRAWN: K. CRONIN, E.I.	CHECKED: T. HAYDEN, P.E.	EGS Environmental and Geotechnical Specialists, Inc. 3154 Eliza Road Tallahassee, Florida 32308 Office #: (850) 386-1253 Fax #: (850) 385-8050	TITLE: PROJECT LOCATION MAP RUNWAY 18-36 INVESTIGATION PERRY-FOLEY REGIONAL AIRPORT PERRY, FLORIDA
ENGINEER: T. HAYDEN, P.E.			
CLIENT: AVCON, INC.			
PROJ. NO.: 52-06-10-03	SCALE:		DATE: DECEMBER 2010 / FIGURE NO.: 1

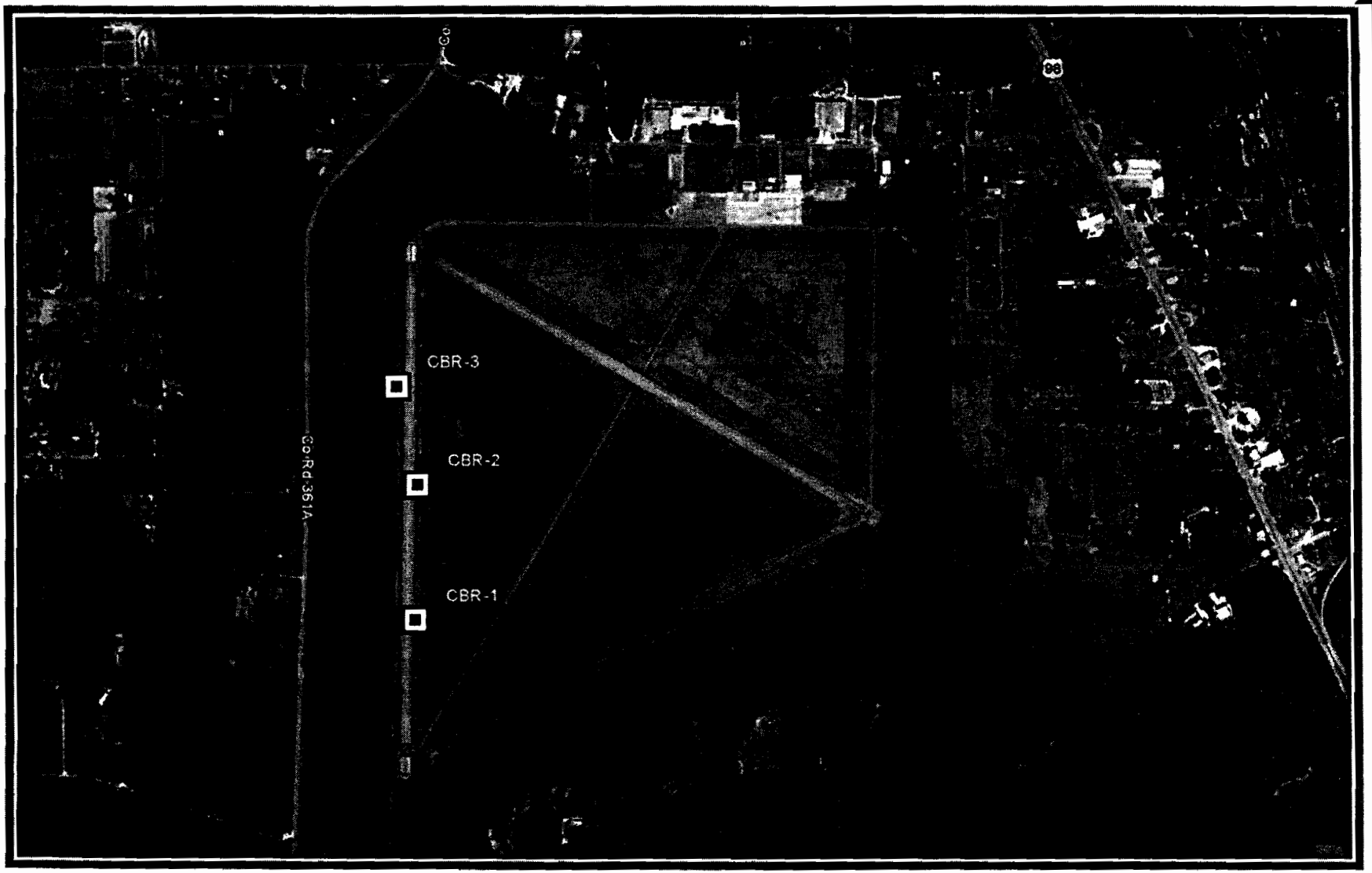


DRAWN: K. CRONIN, E.I.	CHECKED: T. HAYDEN, P.E.	EGS Environmental and Geotechnical Specialists, Inc. 3154 Eliza Road Tallahassee, Florida 32308 Office #: (850) 386-1253 Fax #: (850) 385-8050	TITLE: USGS TOPOGRAPHIC MAP RUNWAY 18-36 INVESTIGATION PERRY-FOLEY REGIONAL AIRPORT PERRY, FLORIDA
ENGINEER: T. HAYDEN, P.E.			
CLIENT: AVCON, INC.			
PROJ. NO.: 52-06-10-03	SCALE:		DATE: DECEMBER 2010 / FIGURE NO.: 2



DRAWN: B. SMITH	CHECKED: M. HAYDEN, P.E.	EGS Environmental and Geotechnical Specialists, Inc.	TITLE: SOIL BORING LOCATION MAP RUNWAY 18-36 INVESTIGATION PERRY-FOLEY REGIONAL AIRPORT PERRY, FL
ENGINEER: T. HAYDEN, P.E.			
CLIENT: AVCON, INC.			
PROJ. NO.: 52-06-10-03	SCALE:		DATE: DECEMBER 2010 / FIGURE NO.: 3A

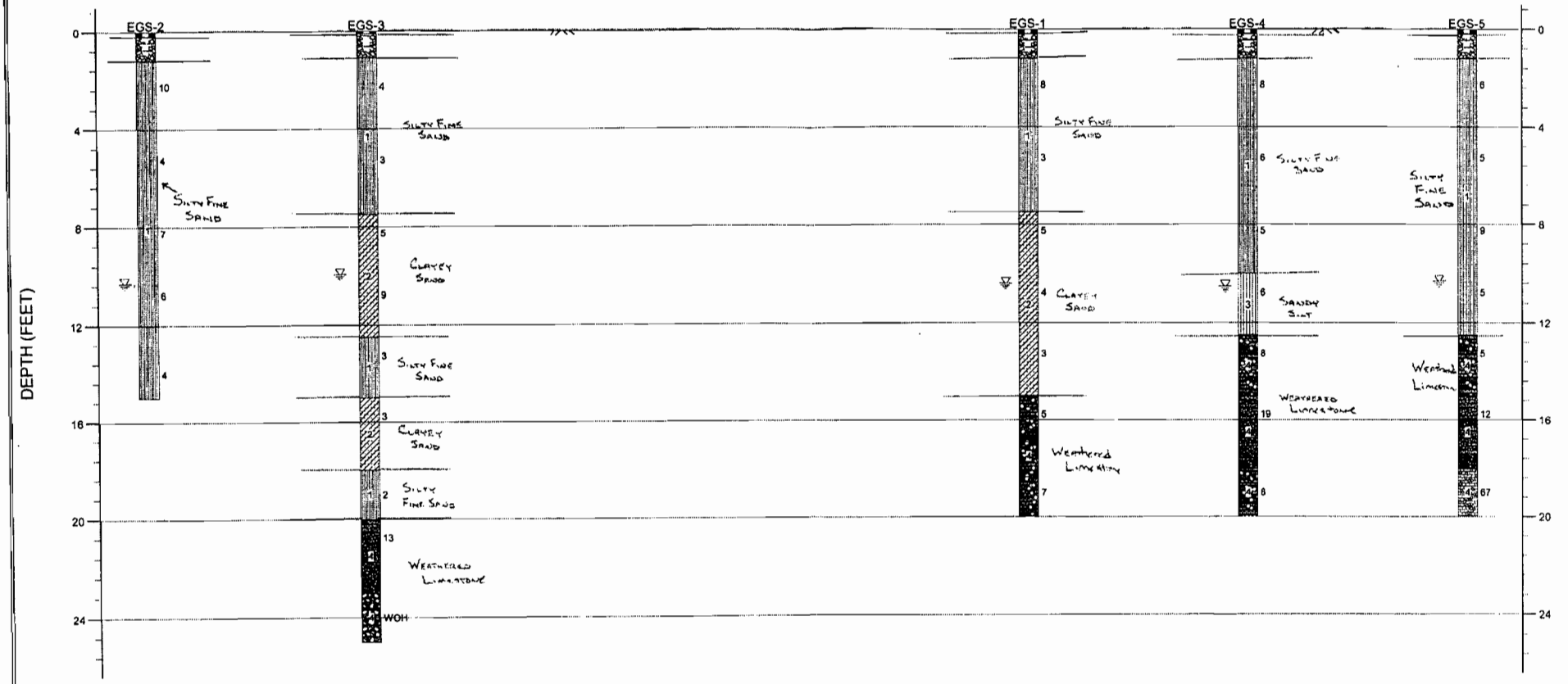
3154 ELIZA ROAD | TALLAHASSEE, FLORIDA 32308
OFFICE #: (850) 386-1253 | FAX #: (850) 385-8050



DRAWN: B. SMITH	CHECKED: M. HAYDEN, P.E.	EGS Environmental and Geotechnical Specialists, Inc. 3154 ELIZA ROAD | TALLAHASSEE, FLORIDA 32308 OFFICE #: (850) 386-1253 | FAX #: (850) 385-8050	TITLE: CBR LOCATION MAP RUNWAY 18-36 INVESTIGATION PERRY-FOLEY REGIONAL AIRPORT PERRY, FL
ENGINEER: T. HAYDEN, P.E.			
CLIENT: AVCON, INC.			
PROJ. NO.: 52-06-10-03	SCALE:		DATE: DECEMBER 2010 / FIGURE NO.: 3B

"GENERALIZED" SUBSOIL PROFILE

RUNWAY 18-36 SOIL BORINGS



LEGEND

1. ▽ MEASURED 24-HR GROUNDWATER
2. STRATA MATERIAL PROPERTIES PROVIDED IN APPENDIX A

NOTES:

1. SEE CLASSIFICATION DATA SHEETS FOR MATERIAL PROPERTIES.
2. NUMBERS TO RIGHT OF BORING INDICATE STANDARD PENETRATION
3. ELEVATIONS NOT AVAILABLE AT THE TIME OF THIS REPORT.

DRAWN BY:	T. HAYDEN, P.E.
REVISED:	T. HAYDEN, P.E.
CHECKED:	M. HAYDEN, P.E.
ENGINEER:	T. HAYDEN, P.E.
SR. ENGINEER:	M. HAYDEN, P.E.
PROJ. NO.:	52-06-10-03

EGS

ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.

3154 ELIZA ROAD

TALLAHASSEE, FLORIDA

OFFICE: (850) 386-1253 FAX: (850) 385-8050

SOIL BORINGS

"GENERALIZED" SOIL PROFILE

RUNWAY 18-36 INVESTIGATION

PERRY-FOLEY REGIONAL AIRPORT

PERRY, FLORIDA

SCALE:	DATE: OCTOBER 2010
PROJ. NO.: 52-06-10-03	FIGURE NO.: 4

APPENDIX A

REPORT OF CORE BORINGS

SOIL SURVEY

DATE OF SURVEY: 12-6-2010
SURVEY MADE BY: ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.
SUBMITTED BY: T. HAYDEN, P.E.

PROJECT NAME: PERRY-FOLEY AIRPORT IMPROVEMENTS - RUNWAY 18-36

COUNTY: TAYLOR
CITY: PERRY

CROSS SECTION SOIL SURVEY FOR THE DESIGN OF RUNWAY 18-36

	ORGANIC CONTENT		MOISTURE CONTENT		SIEVE ANALYSIS RESULTS PERCENT PASS						ATTERBERG LIMITS (%)						
STRATUM NO.	NO. OF TESTS	% ORGANIC	NO. OF TESTS	MOISTURE CONTENT	NO. OF TESTS	10 MESH	40 MESH	60 MESH	100 MESH	200 MESH	NO. OF TESTS	LIQUID LIMIT	PLASTIC INDEX	UNIFIED	AASHTO GROUP	COLOR	DESCRIPTION
1	-	-	-	-	14	100	95-89	45-98	33-74	12-26	3	21-24	3-5	SM	A-2-4	GRAY, BROWN	SILTY FINE SAND
2	-	-	-	-	3	100	99	97-98	59-79	36-39	2	26-39	11-13	SC	A-6	GRAY	CLAYEY SAND
3	-	-	-	-	1	100	99	98	92	57	1	21	5	ML	A-4	GRAY	SANDY SILT
4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	GRAY	WEATHERED LIMESTONE

STRATUM NOTES

1. STRATUM 1 is a "SELECT" soil as defined by the FDOT Design Standard Index 500.
2. STRATA 2 and 3 are "PLASTIC" soils as defined by the FDOT Design Standard Index 500.
3. STRATUM 4 is a "WEATHERED LIMESTONE".

GENERAL NOTES

STRATA BOUNDARIES ARE APPROXIMATE. MAKE FINAL CHECK AFTER GRADING.
▼ - WATER TABLE ENCOUNTERED

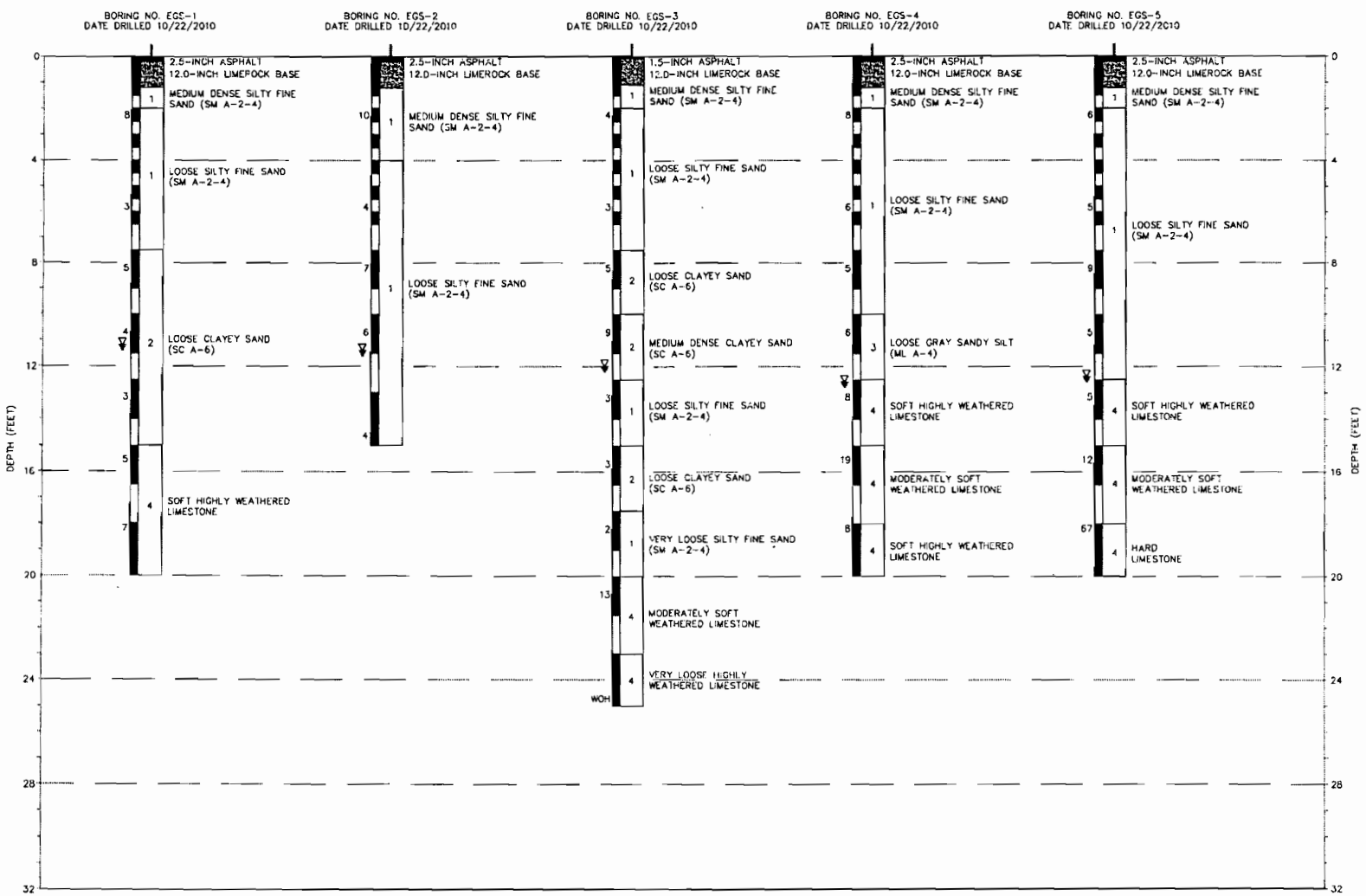
Granular Materials Relative Density	SPT (blows/12 in.)	Silts and Clays Consistency	SPT (blows/12 in.)
Very Loose	Less than 3	Very Soft	Less than 1
Loose	3 - 8	Soft	1 - 3
Medium or Compact	8 - 24	Firm	3 - 6
Dense	24 - 40	Stiff	6 - 12
Very Dense	Greater than 40	Very Stiff	12 - 24
		Hard	Greater than 24

SPLIT-SPOON: INSIDE DIAMETER: 1⅜ in
OUTSIDE DIAMETER: 2.0 in
AVG. HAMMER DROP: 30.0 in.
HAMMER WEIGHT: 140 lbs.
HAMMER TYPE: Auto Hammer

ADDITIONAL NOTES

1. Soil descriptions, test data, and standard penetration values shown are for the soil boring only and may not apply to any other locations except at the location of the soil boring. Extrapolation of the soil boring data to other locations is the soil responsibility of the person performing the extrapolation.
2. Water levels shown represent the water encountered at the time of the soil boring was installed. Fluctuations in the water levels should be expected.
3. Soil Boring locations shown in Construction Plans.

REVISIONS						SEAL:	Environmental & Geotechnical Specialists, Inc.	PERRY-FOLEY REGIONAL AIRPORT RUNWAY 18-36 INVESTIGATION	REPORT OF TESTS	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	T. HAYDEN, P.E. P.E. NO.: 67492	EGS 3154 ELIZA ROAD TALLAHASSEE, FLORIDA 32308 OFFICE: (850) 386-1253 FAX: (850) 385-8050 Cert. of Auth.: 6222	PROJECT LOCATION: PERRY, FLORIDA		EGS-1



REVISIONS						SEAL:	Environmental & Geotechnical Specialists, Inc.	PERRY-FOLEY REGIONAL AIRPORT RUNWAY 18-36 INVESTIGATION	REPORT OF TESTS	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	T. HAYDEN, P.E.	EGS	PROJECT LOCATION		EGS-2
						P.E. NO.: 67492	Cert. of Auth.: 6222	PERRY, FLORIDA		

3154 ELIZA ROAD
TALLAHASSEE, FLORIDA 32308
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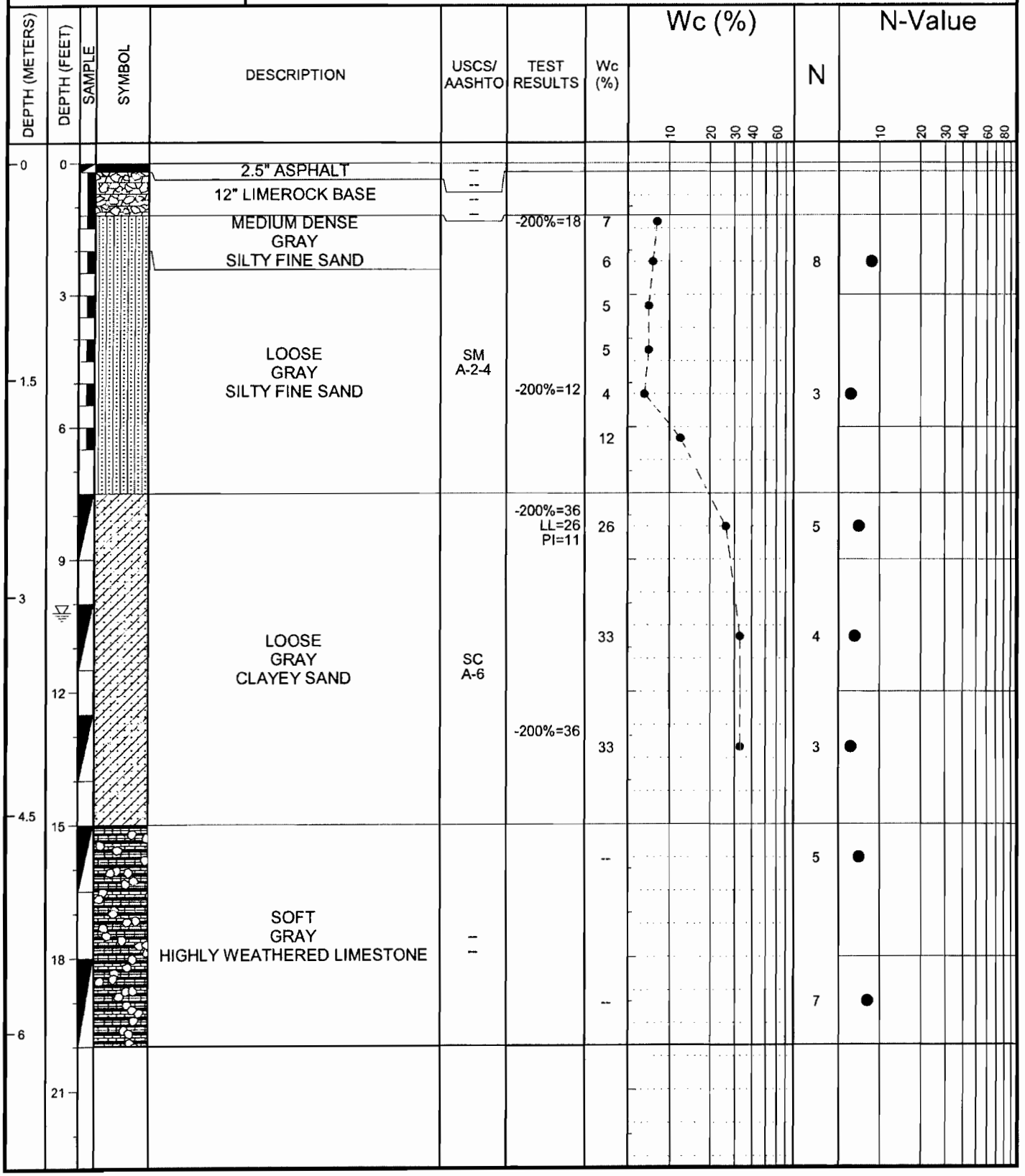
NOTE: 1. EGS RECOMMENDS SOIL BORING LOCATIONS BE SHOWN IN THE AVCON CONSTRUCTION PLAN VIES FOR REFERENCE PURPOSES.

APPENDIX B

SOIL BORING LOGS

EGS
ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.

PROJECT: PERRY-FOLEY REGIONAL AIRPORT	**HAMMER TYPE:** AUTOMATIC
CLIENT: AVCON, INC.	**STATION:** 5+00
PROJECT NO.: 52-06-10-03	**OFFSET:**
PROJECT LOCATION: PERRY, FLORIDA	**ELEVATION (FEET):**
BORING NO.: EGS-1	**DATE:** 10/22/2010
DRILLER: K. HAUCKE	**FLUID LOSS:** N/A
DEPTH TO - WATER> INITIAL: ▽ 10.2' **AFTER 24 HOURS:** ▽ N/A	**CAVING>** NONE



This information pertains only to this boring and should not be interpreted as being indicitive of the site.

Figure

EGS
ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.

PROJECT: PERRY-FOLEY REGIONAL AIRPORT
CLIENT: AVCON, INC.
PROJECT NO.: 52-06-10-03
PROJECT LOCATION: PERRY, FLORIDA
BORING NO.: EGS-2
DRILLER: K. HAUCKE
DEPTH TO - WATER> INITIAL: ▽ 10.4' AFTER 24 HOURS: ▽ N/A CAVING> NONE

HAMMER TYPE: AUTOMATIC
STATION: 1+00
OFFSET:
ELEVATION (FEET):
DATE: 10/22/2010
FLUID LOSS: N/A

DEPTH (METERS)	DEPTH (FEET)	SAMPLE	SYMBOL	DESCRIPTION	USCS/ AASHTO	TEST RESULTS	Wc (%)	Wc (%)	N	N-Value
0	0			2.5" ASPHALT	--			10 20 30 40 60		10 20 30 40 60 80
				12" LIMEROCK BASE	--					
					--					
				MEDIUM DENSE GRAY SILTY FINE SAND		-200%=12	6			
							5		10	
	3						5			
							5			
1.5							4		4	
	6			LOOSE BROWN SILTY FINE SAND		-200%=12	3			
					SM A-2-4		6		7	
	9									
3						-200%=18 LL=24 PI=4	21		6	
	12			LOOSE GRAY SILTY FINE SAND						
							24		4	
4.5	15									
	18									
6										
	21									

This information pertains only to this boring and should not be interpreted as being indicitive of the site.

Figure

EGS
ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.

PROJECT: PERRY-FOLEY REGIONAL AIRPORT
CLIENT: AVCON, INC.
PROJECT NO.: 52-06-10-03
PROJECT LOCATION: PERRY, FLORIDA
BORING NO.: EGS-3
DRILLER: K. HAUCKE
DEPTH TO - WATER> INITIAL: ▽ 10.0' AFTER 24 HOURS: ▽ N/A CAVING> ℄ NONE

HAMMER TYPE: AUTOMATIC
STATION: 2+00
OFFSET:
ELEVATION (FEET):
DATE: 10/22/2010
FLUID LOSS: N/A

This information pertains only to this boring and should not be interpreted as being indicitive of the site.

DEPTH (METERS)	DEPTH (FEET)	SAMPLE	SYMBOL	DESCRIPTION	USCS/ AASHTO	TEST RESULTS	Wc (%)	N	N-Value
0	0			1.5" ASPHALT	--				
				12" LIMEROCK BASE	--				
				MEDIUM DENSE BROWN SILTY FINE SAND	--	-200%=12	5		
							4	4	
	3						3		
1.5				LOOSE BROWN SILTY FINE SAND	SM A-2-4		4		
							13	3	
	6					-200%=16	14		
				LOOSE GRAY CLAYEY SAND			21	5	
	9								
3	▽				SC A-6	-200%=39 LL=39 PI=13			
				MEDIUM DENSE GRAY CLAYEY SAND			24	9	
	12								
				LOOSE GRAY SILTY FINE SAND	SM A-2-4		23	3	
4.5	15								
				LOOSE GRAY CLAYEY SAND	SC A-6		37	3	
	18								
				VERY LOOSE GRAY SILTY FINE SAND	SM A-2-4	-200%=26 LL=22 PI=3	29	2	
6									
	21			MODERATELY SOFT GRAY WEATHERED LIMESTONE	--		23	13	

Wc (%) axis: 10, 20, 30, 40, 60
N-Value axis: 10, 20, 30, 40, 60, 80

Figure

EGS
ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.

PROJECT: PERRY-FOLEY REGIONAL AIRPORT
CLIENT: AVCON, INC.
PROJECT NO.: 52-06-10-03
PROJECT LOCATION: PERRY, FLORIDA
BORING NO.: EGS-3
DRILLER: K. HAUCKE
DEPTH TO - WATER> INITIAL: ▽ 10.0' AFTER 24 HOURS: ▽ N/A CAVING> ℄ NONE

HAMMER TYPE: AUTOMATIC
STATION: 2+00
OFFSET:
ELEVATION (FEET):
DATE: 10/22/2010
FLUID LOSS: N/A

DEPTH (METERS)	DEPTH (FEET)	SAMPLE	SYMBOL	DESCRIPTION	USCS/ AASHTO	TEST RESULTS	Wc (%)	N	N-Value
7.5	24			VERY LOOSE GRAY HIGHLY WEATHERED LIMESTONE	-- --		33	WOH	
9	27								
10.5	30								
12	33								
13.5	36								
	39								
	42								
	45								

Wc (%): 10 20 30 40 60
N-Value: 10 20 30 40 60 80

This information pertains only to this boring and should not be interpreted as being indicitive of the site.

EGS
ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.

PROJECT: PERRY-FOLEY REGIONAL AIRPORT
CLIENT: AVCON, INC.
PROJECT NO.: 52-06-10-03
PROJECT LOCATION: PERRY, FLORIDA
BORING NO.: EGS-4
DRILLER: K. HAUCKE
DEPTH TO - WATER> INITIAL: ▽ 10.5' AFTER 24 HOURS: ▽ N/A CAVING> ℄ NONE

HAMMER TYPE: AUTOMATIC
STATION: 6+00
OFFSET:
ELEVATION (FEET):
DATE: 10/22/2010
FLUID LOSS: N/A

DEPTH (METERS)	DEPTH (FEET)	SAMPLE	SYMBOL	DESCRIPTION	USCS/ AASHTO	TEST RESULTS	Wc (%)	N	N-Value
0	0			2.5" ASPHALT	--				
				12" LIMEROCK BASE	--				
				MEDIUM DENSE GRAY SILTY FINE SAND	--	-200%=12	15, 6	8	
	3						7, 7		
1.5						-200%=16	9	6	
	6			LOOSE GRAY SILTY FINE SAND	SM A-2-4		7		
	9						5	5	
3				LOOSE GRAY SANDY SILT	ML A-4	-200%=57 LL=21 PI=5	21	6	
	12			SOFT GRAY HIGHLY WEATHERED LIMESTONE	--			8	
4.5	15			MODERATELY SOFT GRAY WEATHERED LIMESTONE	--			19	
	18			SOFT GRAY HIGHLY WEATHERED LIMESTONE	--			8	
6									
	21								

Wc (%) scale: 10, 20, 30, 40, 60
N-Value scale: 10, 20, 30, 40, 60, 80

This information pertains only to this boring and should not be interpreted as being indicitive of the site.

Figure

EGS
ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.

PROJECT: PERRY-FOLEY REGIONAL AIRPORT
CLIENT: AVCON, INC.
PROJECT NO.: 52-06-10-03
PROJECT LOCATION: PERRY, FLORIDA
BORING NO.: EGS-5
DRILLER: K. HAUCKE
DEPTH TO - WATER> INITIAL: ▽ 10.4' AFTER 24 HOURS: ▽ N/A

HAMMER TYPE: AUTOMATIC
STATION: 7+00
OFFSET:
ELEVATION (FEET):
DATE: 10/22/2010
FLUID LOSS: N/A
CAVING> ℄ NONE

This information pertains only to this boring and should not be interpreted as being indicitive of the site.

DEPTH (METERS)	DEPTH (FEET)	SAMPLE	SYMBOL	DESCRIPTION	USCS/ AASHTO	TEST RESULTS	Wc (%)	Wc (%)	N	N-Value
								10 20 30 40 60		10 20 30 40 60 80
0	0			2.5" ASPHALT	--					
				12" LIMEROCK BASE	--					
					--					
				MEDIUM DENSE GRAY SILTY FINE SAND			14			
						-200%=12	9		6	
	3						4			
						-200%=12	4			
1.5							3		5	
	6						5			
				LOOSE BROWN SILTY FINE SAND	SM A-2-4					
						-200%=13	7		9	
3	9									
						-200%=18 LL=21 PI=5	22		5	
	12									
				SOFT GRAY HIGHLY WEATHERED LIMESTONE	--		25		5	
4.5	15									
				MODERATELY SOFT GRAY WEATHERED LIMESTONE	--		23		12	
	18									
				HARD GRAY LIMESTONE	--		13		67	
6					--					
	21									

Figure

APPENDIX C

SOIL CLASSIFICATION DATA SHEETS

SOIL CLASSIFICATION DATA

Project: PERRY-FOLEY REGIONAL AIRPORT **Project No.: 52-06-10-03**

Client: AVCON, INC. **Location: PERRY, FLORIDA**

Boring	DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Mat. No.	Description
EGS-1																	
	0.0-0.2													--	--	--	2.5" ASPHALT
	0.2-1.2													--	--	--	12" LIMEROCK BASE
	1.2-1.5	7	100	100	99	95	88	54	18					SM	A-2-4	1	MEDIUM DENSE GRAY SILTY FINE SAND
	2.0-2.5	6											8	SM	A-2-4	1	LOOSE GRAY SILTY FINE SAND
	3.0-3.5	5												SM	A-2-4	1	LOOSE GRAY SILTY FINE SAND
	4.0-4.5	5												SM	A-2-4	1	LOOSE GRAY SILTY FINE SAND
	5.0-5.5	4	100	100	100	99	98	48	12				3	SM	A-2-4	1	LOOSE GRAY SILTY FINE SAND
	6.0-6.5	12												SM	A-2-4	1	LOOSE GRAY SILTY FINE SAND
	7.5-9.0	26	100	100	100	99	98	63	36	26	11		5	SC	A-6	2	LOOSE GRAY CLAYEY SAND
	10.0-11.5	33											4	SC	A-6	2	LOOSE GRAY CLAYEY SAND
	12.5-14.0	33	100	100	100	99	98	59	36				3	SC	A-6	2	LOOSE GRAY CLAYEY SAND
	15.0-16.5	--											5	--	--	4	SOFT GRAY HIGHLY WEATHERED LIMESTONE

SOIL CLASSIFICATION DATA

Project: PERRY-FOLEY REGIONAL AIRPORT **Project No.: 52-06-10-03**

Client: AVCON, INC. **Location: PERRY, FLORIDA**

Boring	DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Mat. No.	Description
EGS-1	18.0-20.0	--											7	--	--	4	SOFT GRAY HIGHLY WEATHERED LIMESTONE

SOIL CLASSIFICATION DATA

Project: PERRY-FOLEY REGIONAL AIRPORT **Project No.: 52-06-10-03**

Client: AVCON, INC. **Location: PERRY, FLORIDA**

Boring	DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Mat. No.	Description
EGS-2																	
	0.0-0.2													--	--	--	2.5" ASPHALT
	0.2-1.2													--	--	--	12" LIMEROCK BASE
	1.2-1.5	6												SM	A-2-4	1	MEDIUM DENSE GRAY SILTY FINE SAND
	2.0-2.5	5	100	100	100	98	93	45	12				10	SM	A-2-4	1	MEDIUM DENSE GRAY SILTY FINE SAND
	3.0-3.5	5												SM	A-2-4	1	MEDIUM DENSE BROWN SILTY FINE SAND
	4.0-4.5	5												SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND
	5.0-5.5	4											4	SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND
	6.0-6.5	3	100	100	99	97	45	33	12					SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND
	7.5-9.0	6											7	SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND
	10.0-11.5	21	100	100	100	98	90	50	18	24	4		6	SM	A-2-4	1	LOOSE GRAY SILTY FINE SAND
	13.0-15.0	24											4	SM	A-2-4	1	LOOSE GRAY SILTY FINE SAND

SOIL CLASSIFICATION DATA

Project: PERRY-FOLEY REGIONAL AIRPORT **Project No.: 52-06-10-03**

Client: AVCON, INC. **Location: PERRY, FLORIDA**

Boring	DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Mat. No.	Description
EGS-3																	
	0.0-0.1													--	--	--	1.5" ASPHALT
	0.1-1.1													--	--	--	12" LIMEROCK BASE
	1.1-1.5	5	100	100	100	98	94	50	12					SM	A-2-4	1	MEDIUM DENSE BROWN SILTY FINE SAND
	2.0-2.5	4											4	SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND
	3.0-3.5	3												SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND
	4.0-4.5	4												SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND
	5.0-5.5	13											3	SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND
	6.0-6.5	14	100	100	99	98	96	74	16					SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND
	7.5-9.0	21											5	SC	A-6	2	LOOSE GRAY CLAYEY SAND
	10.0-11.5	24	100	100	100	99	97	79	39	39	13		9	SC	A-6	2	MEDIUM DENSE GRAY CLAYEY SAND
	12.5-14.0	23											3	SM	A-2-4	1	LOOSE GRAY SILTY FINE SAND
	15.0-16.5	37											3	SC	A-6	2	LOOSE GRAY CLAYEY SAND

SOIL CLASSIFICATION DATA

Project: PERRY-FOLEY REGIONAL AIRPORT **Project No.: 52-06-10-03**

Client: AVCON, INC. **Location: PERRY, FLORIDA**

Boring	DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Mat. No.	Description
EGS-3	18.0-20.0	29	100	100	99	97	90	62	26	22	3		2	SM	A-2-4	1	VERY LOOSE GRAY SILTY FINE SAND
	20.0-21.5	23											13	--	--	4	MODERATELY SOFT GRAY WEATHERED LIMESTONE
	23.0-25.0	33											WOH	--	--	4	VERY LOOSE GRAY HIGHLY WEATHERED LIMESTONE

SOIL CLASSIFICATION DATA

Project: PERRY-FOLEY REGIONAL AIRPORT **Project No.: 52-06-10-03**

Client: AVCON, INC. **Location: PERRY, FLORIDA**

Boring	DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Mat. No.	Description
EGS-4																	
	0.0-0.2													--	--	--	2.5" ASPHALT
	0.2-1.2													--	--	--	12" LIMEROCK BASE
	1.2-1.5	15												SM	A-2-4	1	MEDIUM DENSE GRAY SILTY FINE SAND
	2.0-2.5	6	100	100	99	98	95	71	12				8	SM	A-2-4	1	LOOSE GRAY SILTY FINE SAND
	3.0-3.5	7												SM	A-2-4	1	LOOSE GRAY SILTY FINE SAND
	4.0-4.5	7												SM	A-2-4	1	LOOSE GRAY SILTY FINE SAND
	5.0-5.5	9	100	100	100	98	96	67	16				6	SM	A-2-4	1	LOOSE GRAY SILTY FINE SAND
	6.0-6.5	7												SM	A-2-4	1	LOOSE GRAY SILTY FINE SAND
	7.5-9.0	5											5	SM	A-2-4	1	LOOSE GRAY SILTY FINE SAND
	10.0-11.5	21	100	100	99	99	98	92	57	21	5		6	ML	A-4	3	LOOSE GRAY SANDY SILT
	12.5-14.0												8	--	--	4	SOFT GRAY HIGHLY WEATHERED LIMESTONE
	15.0-16.5												19	--	--	4	MODERATELY SOFT GRAY WEATHERED LIMESTONE

SOIL CLASSIFICATION DATA

Project: PERRY-FOLEY REGIONAL AIRPORT **Project No.: 52-06-10-03**

Client: AVCON, INC. **Location: PERRY, FLORIDA**

Boring	DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Mat. No.	Description
EGS-4	18.0-20.0												8	--	--	4	SOFT GRAY HIGHLY WEATHERED LIMESTONE

SOIL CLASSIFICATION DATA

Project: PERRY-FOLEY REGIONAL AIRPORT **Project No.: 52-06-10-03**

Client: AVCON, INC. **Location: PERRY, FLORIDA**

Boring	DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Mat. No.	Description
EGS-5																	
	0.0-0.2													--	--	--	2.5" ASPHALT
	0.2-1.2													--	--	--	12" LIMEROCK BASE
	1.2-1.5	14												SM	A-2-4	1	MEDIUM DENSE GRAY SILTY FINE SAND
	2.0-2.5	9	100	100	99	97	90	63	12				6	SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND
	3.0-3.5	4												SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND
	4.0-4.5	4	100	100	100	97	90	69	12					SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND
	5.0-5.5	3											5	SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND
	6.0-6.5	5												SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND
	7.5-9.0	7	100	100	100	99	97	73	13				9	SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND
	10.0-11.5	22	100	100	100	98	97	69	18	21	5		5	SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND
	12.5-14.0	25											5	--	--	4	SOFT GRAY HIGHLY WEATHERED LIMESTONE
	15.0-16.5	23											12	--	--	4	MODERATELY SOFT GRAY WEATHERED LIMESTONE

SOIL CLASSIFICATION DATA

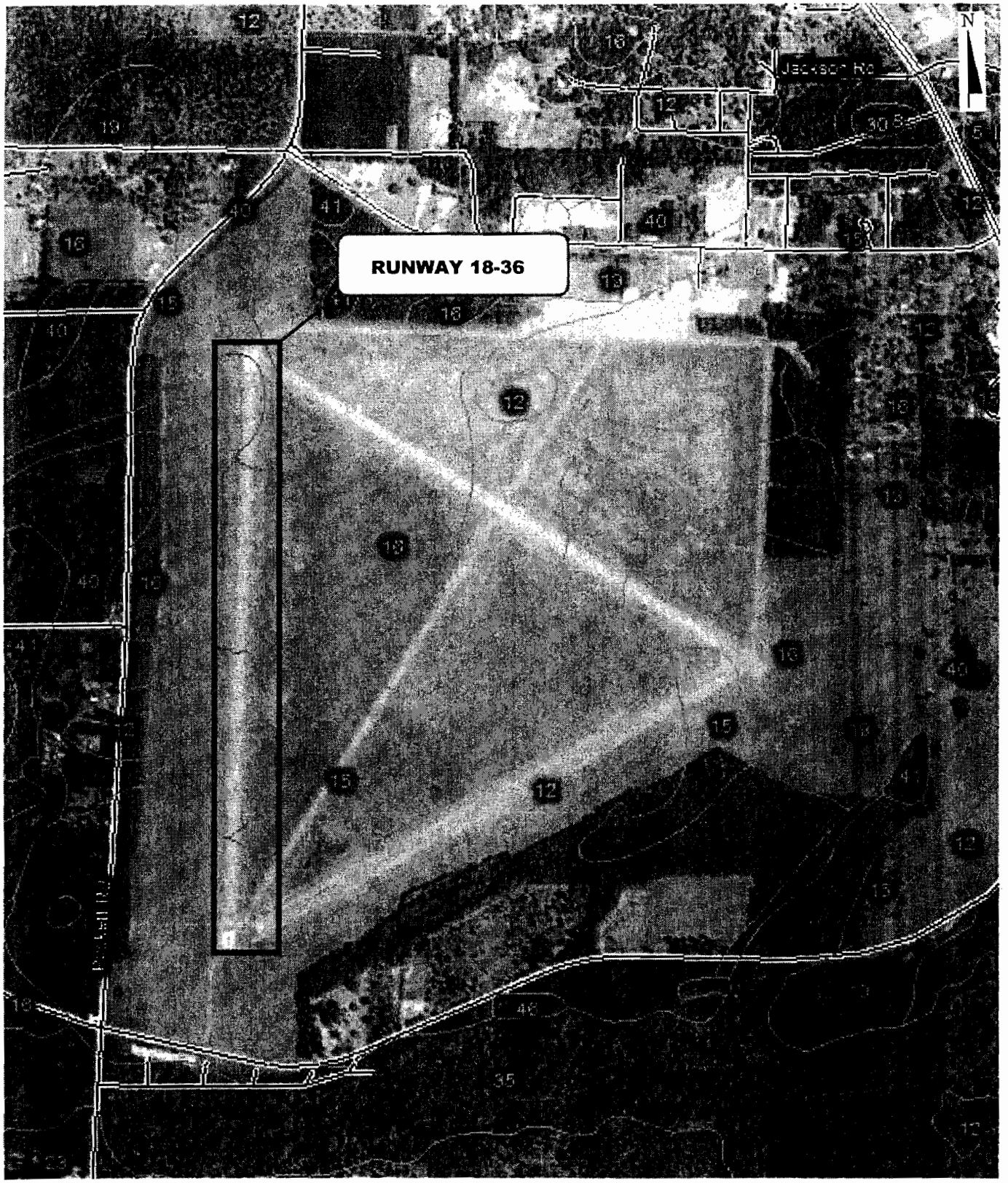
Project: PERRY-FOLEY REGIONAL AIRPORT **Project No.: 52-06-10-03**

Client: AVCON, INC. **Location: PERRY, FLORIDA**

Boring	DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Mat. No.	Description
EGS-5	18.0-20.0	13											67	--	--	4	HARD GRAY LIMESTONE

APPENDIX D

USDA SOIL SURVEY



DRAWN: D. MILLS	CHECKED: T. HAYDEN, P.E.	EGS Environmental and Geotechnical Specialists, Inc. 3154 Eliza Road Tallahassee, Florida 32308 Office #: (850) 386-1253 Fax #: (850) 385-8050	TITLE: SOIL SURVEY MAP RUNWAY 18-36 INVESTIGATION PERRY-FOLEY REGIONAL AIRPORT PERRY, FLORIDA
ENGINEER: T. HAYDEN, P.E.			
CLIENT: AVCON, INC			
PROJ. NO.: 52-06-10-03	SCALE:		DATE: DECEMBER 2010 / FIGURE NO.: D1

APPENDIX E

CBR DATA

STRATUM 1

DATA SHEET

CALIFORNIA BEARING RATIO (CBR)
ASTM D 1883

TEST IDENTIFICATION:

DATE: 11/18/2010

PROJECT NO: 52-06-10-03 **BORING NO:** CBR #1

DEPTH: 0.5 - 1.5 FEET **TESTED BY:** JL

SOIL DESCRIPTION SM A-2-4 / STRATUM 1

GRAY SILTY FINE SAND

TEST DATA (10 BLOWS PER LAYER):

MOLD NO.	4-A	4-B	4-C	4-D	4-E
WET DENSITY BEFORE SOAK (lb/ft^3)	105.8	108.0	109.9	113.7	113.8
DRY DENSITY BEFORE SOAK (lb/ft^3)	97.6	98.5	99.1	101.0	100.0
WATER CONTENT BEFORE COMP, %	8.6	9.9	10.9	12.7	13.4
WATER CONTENT AFTER COMP, %	8.2	9.6	11.0	12.5	14.1
AVG. MOLDING WATER CONTENT,%	8.4	9.7	10.9	12.6	13.8
SWELL (% OF INITIAL HEIGHT)	--	--	--	--	--
CBR	**7**	**9**	**10**	**10**	**8**

TEST DATA (25 BLOWS PER LAYER):

MOLD NO.	4-A	4-B	4-C	4-D	4-E
WET DENSITY BEFORE SOAK (lb/ft^3)	111.6	115.0	116.6	118.5	119.4
DRY DENSITY BEFORE SOAK (lb/ft^3)	103.4	105.2	105.4	104.9	104.5
WATER CONTENT BEFORE COMP, %	8.1	9.6	11.1	13.7	14.5
WATER CONTENT AFTER COMP, %	7.8	9.2	10.3	12.4	13.9
AVG. MOLDING WATER CONTENT,%	8.0	9.4	10.7	13.0	14.2
SWELL (% OF INITIAL HEIGHT)	--	--	--	--	--
CBR	**13**	**15**	**16**	**15**	**4**

TEST DATA (56 BLOWS PER LAYER):

MOLD NO.	4-A	4-B	4-C	4-D	4-E
WET DENSITY BEFORE SOAK (lb/ft^3)	114.5	117.1	121.1	121.3	118.0
DRY DENSITY BEFORE SOAK (lb/ft^3)	105.6	106.4	108.5	107.0	102.8
WATER CONTENT BEFORE COMP, %	8.5	10.1	11.6	13.5	14.9
WATER CONTENT AFTER COMP, %	8.3	10.0	11.6	13.2	14.6
AVG. MOLDING WATER CONTENT,%	8.4	10.0	11.6	13.3	14.8
SWELL (% OF INITIAL HEIGHT)	--	--	--	--	--
CBR	**17**	**21**	**22**	**21**	**16**

SURCHARGE WGT: 25 (LBS)

MAXIMUM DRY DENSITY (AASHTO T 180 METHOD A MODIFIED): 108.0 (LB/FT^3)

MAXIUMUM CBR AT 10 BLOWS: 10 **MAX. DRY DENSITY AT 10 BLOWS:** 101.0 (LB/FT^3)

MAXIUMUM CBR AT 25 BLOWS: 16 **MAX. DRY DENSITY AT 25 BLOWS:** 105.4 (LB/FT^3)

MAXIUMUM CBR AT 56 BLOWS: 22 **MAX. DRY DENSITY AT 56 BLOWS:** 108.5 (LB/FT^3)

DATA SHEET

CALIFORNIA BEARING RATIO (CBR)
ASTM D 1883

TEST IDENTIFICATION:

DATE: 11/18/2010

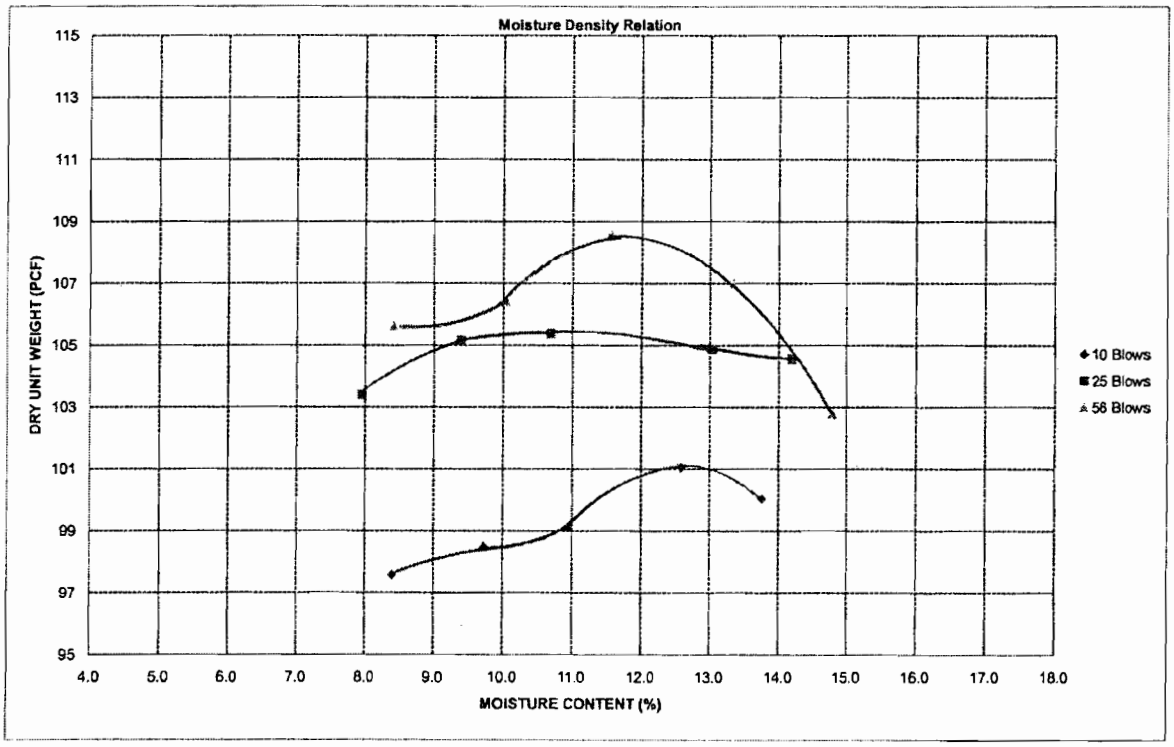
PROJECT NO: 52-06-10-03 **BORING NO:** CBR #1

DEPTH: 0.5-1.5 **TESTED BY:** JL

SOIL DESCRIPTION SM A-2-4 W/ LIMEROCK

GRAY SILTY FINE SAND

MOLDED DRY DENSITY TEST RESULTS:



ENVIRONMENTAL & GEOTECHNICAL SPECIALISTS, INC.

DATA SHEET

CALIFORNIA BEARING RATIO (CBR)
ASTM D 1883

TEST IDENTIFICATION:

DATE: 11/18/2010

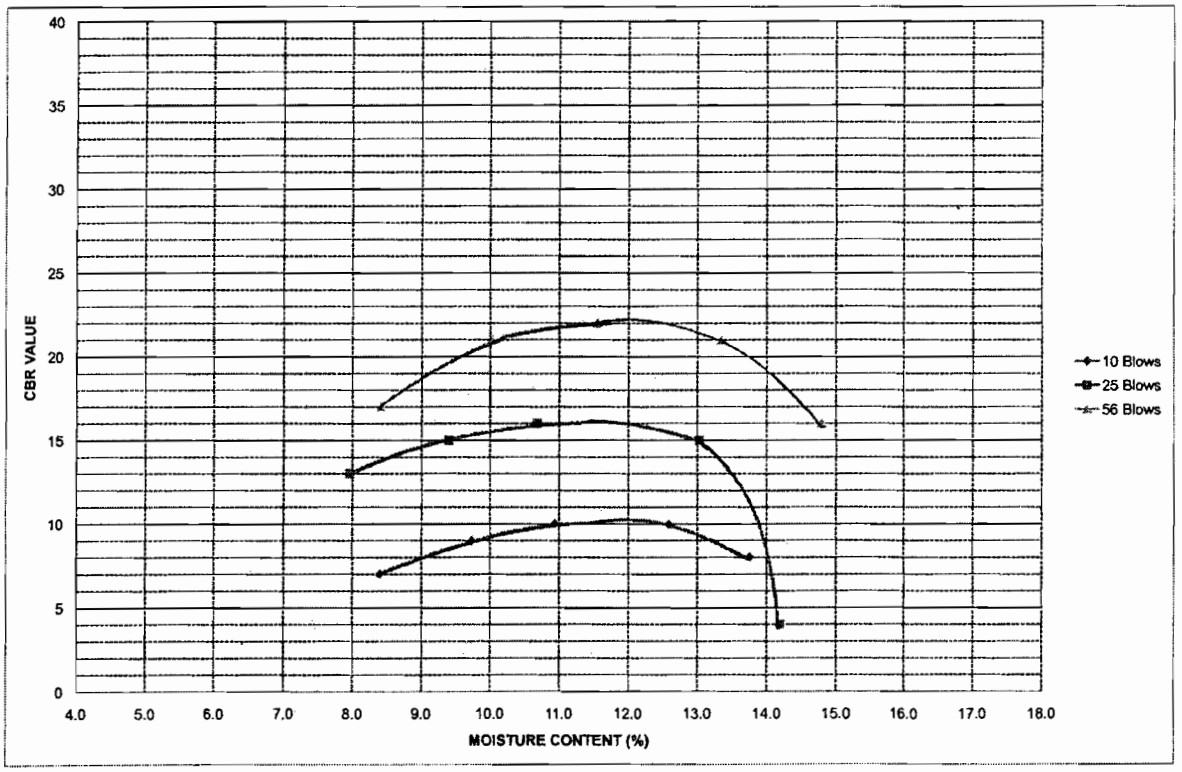
PROJECT NO: 52-06-10-03 **BORING NO:** CBR #1

DEPTH: 0.5-1.5 **TESTED BY:** JL

SOIL DESCRIPTION SM A-2-4 W/ LIMEROCK

GRAY SILTY FINE SAND

CBR TEST RESULTS:



ENVIRONMENTAL & GEOTECHNICAL SPECIALISTS, INC

DATA SHEET

CALIFORNIA BEARING RATIO (CBR)
ASTM D 1883

TEST IDENTIFICATION:

DATE: 11/18/2010

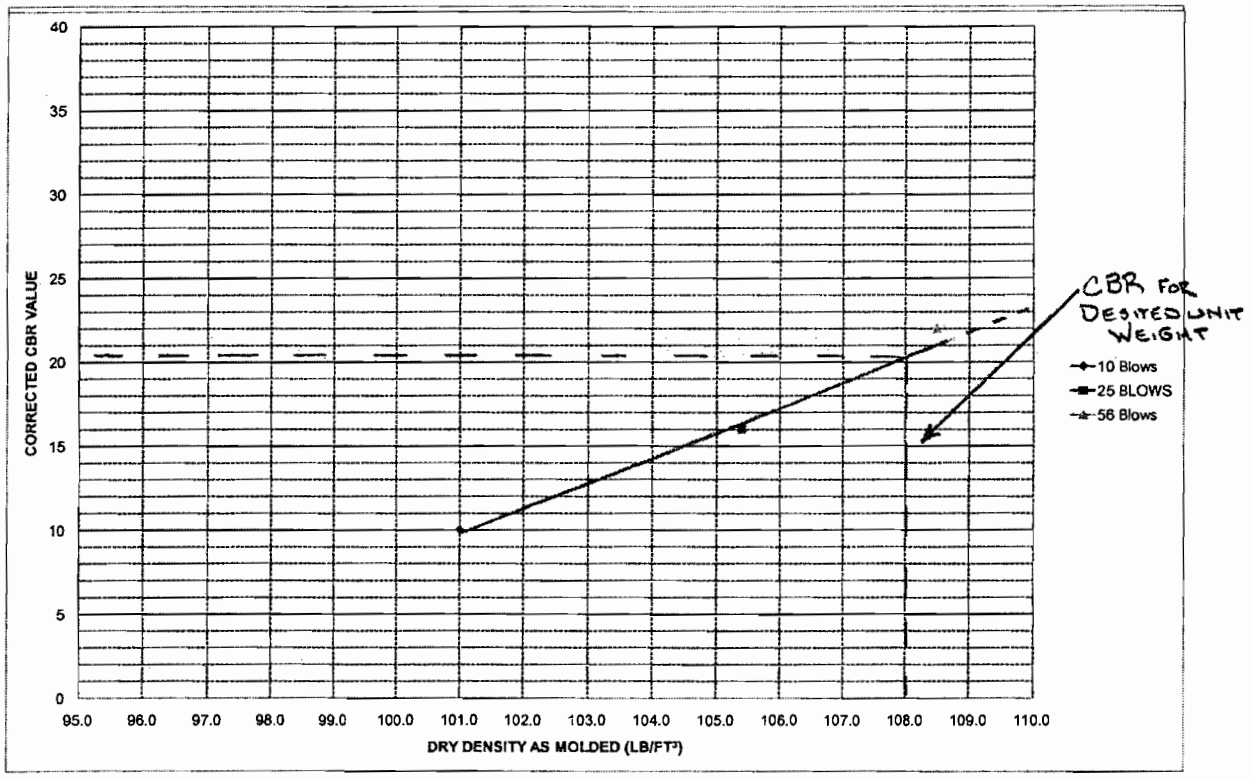
PROJECT NO: 52-06-10-03 **BORING NO:** CBR #1

DEPTH: 0.5-1.5 **TESTED BY:** JL

SOIL DESCRIPTION SM A-2-4 W/ LIMEROCK

GRAY SILTY FINE SAND

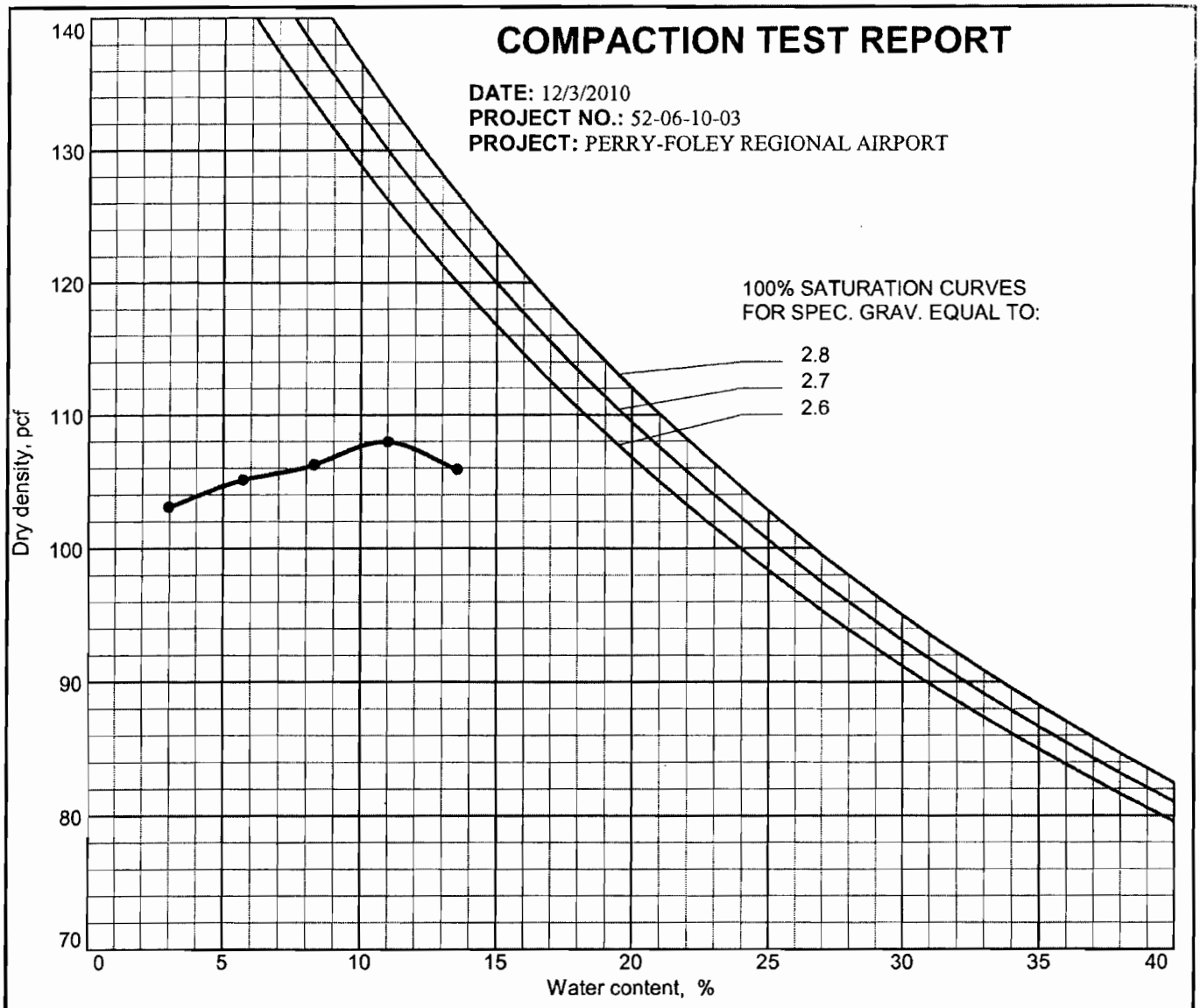
MAXIUM CBR TEST RESULTS:



ENVIRONMENTAL & GEOTECHNICAL SPECIALISTS, INC

COMPACTION TEST REPORT

DATE: 12/3/2010
PROJECT NO.: 52-06-10-03
PROJECT: PERRY-FOLEY REGIONAL AIRPORT



	No.	LOCATION AND DESCRIPTION	TEST SPECIFICATION
●		**Source:** CBR#1 **Sample No.:** CBR#1 **Elev./Depth:** 0.5 - 1.5 GRAY SILTY FINE SAND	AASHTO T 180 Method A Modified

	No.	USCS	LL	PI	NAT. MOIST.	%> No.4	%< No.200	MAX. DRY DEN.	OPT. MOIST.
●								108.0 pcf	10.9 %

Figure

EGS

MOISTURE DENSITY TEST DATA

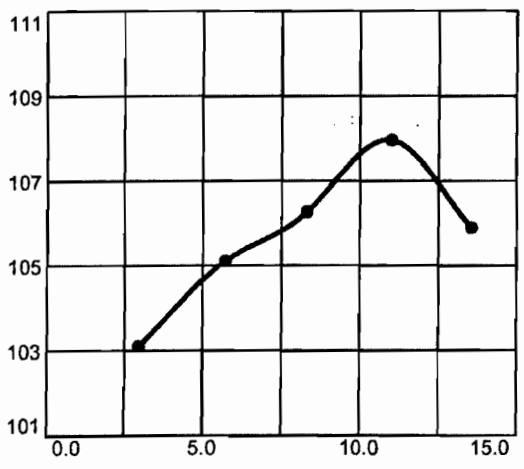
Client: AVCON, INC.
Project: PERRY-FOLEY REGIONAL AIRPORT
Project Number: 52-06-10-03

Specimen Data

Source: CBR#1
Sample No.: CBR#1
Elev. or Depth: 0.5 - 1.5 FEET **Sample Length(in./cm.):** 12
Location:
Description: GRAY SILTY FINE SAND
Water Content: **Liquid Limit:** **Plasticity Index:**
USCS: **AASHTO:**
Percent retained on No.4 sieve:
Percent passing No. 200 sieve: **Specific gravity:**

Test Data And Results

Type of test: AASHTO T 180 Method A Modified
Mold Dia.: 4.00 in. **Hammer Wt.:** 10 lb. **Drop:** 18 in.
Layers: five **Blows per Layer:** 25



POINT NO.	1	2	3	4	5
WM + WS	6925.0	7000.0	7060.0	7132.0	7138.0
WM	5320.0	5320.0	5320.0	5320.0	5320.0
WW+T	40.25	40.01	37.09	43.87	54.70
WD+T	39.10	37.87	34.28	39.56	48.22
TARE	0.45	0.45	0.45	0.45	0.45
MOIST	3.0	5.7	8.3	11.0	13.6
MOISTURE	3.0	5.7	8.3	11.0	13.6
DRY DEN	103.1	105.1	106.3	108.0	105.9

Max dry den= 108.0 pcf **Opt moisture=** 10.9 %

DATA SHEET

CALIFORNIA BEARING RATIO (CBR)
ASTM D 1883

TEST IDENTIFICATION:

DATE: 11/18/2010

PROJECT NO: 52-06-10-03 **BORING NO:** CBR #2

DEPTH: 0.5 - 1.5 FEET **TESTED BY:** JL

SOIL DESCRIPTION SM A-2-4 / STATUM 1

GRAY SILTY FINE SAND

TEST DATA (10 BLOWS PER LAYER):

MOLD NO.	4-A	4-B	4-C	4-D	4-E
WET DENSITY BEFORE SOAK (lb/ft^3)	105.1	106.8	107.7	112.5	113.9
DRY DENSITY BEFORE SOAK (lb/ft^3)	97.6	98.2	98.6	100.6	100.5
WATER CONTENT BEFORE COMP, %	7.6	8.8	9.2	11.7	13.2
WATER CONTENT AFTER COMP, %	7.6	8.7	9.4	12.0	13.5
AVG. MOLDING WATER CONTENT,%	7.6	8.7	9.3	11.8	13.4
SWELL (% OF INITIAL HEIGHT)	--	--	--	--	--
CBR	6	7	8	10	8

TEST DATA (25 BLOWS PER LAYER):

MOLD NO.	4-A	4-B	4-C	4-D	4-E
WET DENSITY BEFORE SOAK (lb/ft^3)	111.4	113.5	114.7	116.9	118.6
DRY DENSITY BEFORE SOAK (lb/ft^3)	103.3	103.4	103.4	103.9	103.8
WATER CONTENT BEFORE COMP, %	8.3	10.0	11.2	12.8	14.5
WATER CONTENT AFTER COMP, %	7.5	9.5	10.8	12.3	14.0
AVG. MOLDING WATER CONTENT,%	7.9	9.8	11.0	12.5	14.2
SWELL (% OF INITIAL HEIGHT)	--	--	--	--	--
CBR	10	12	14	15	13

TEST DATA (56 BLOWS PER LAYER):

MOLD NO.	4-A	4-B	4-C	4-D	4-E
WET DENSITY BEFORE SOAK (lb/ft^3)	115.6	118.9	121.3	120.1	118.9
DRY DENSITY BEFORE SOAK (lb/ft^3)	105.7	107.0	107.5	104.7	102.4
WATER CONTENT BEFORE COMP, %	9.5	11.1	13.0	15.0	16.0
WATER CONTENT AFTER COMP, %	9.3	11.0	12.7	14.5	16.2
AVG. MOLDING WATER CONTENT,%	9.4	11.1	12.8	14.8	16.1
SWELL (% OF INITIAL HEIGHT)	--	--	--	--	--
CBR	21	23	25	7	4

SURCHARGE WGT: 25 (LBS)

MAXIMUM DRY DENSITY (AASHTO T 180 METHOD A MODIFIED): 109.2 (LB/FT^3)

MAXIUMUM CBR AT 10 BLOWS: 10 **MAX. DRY DENSITY AT 10 BLOWS:** 100.6 (LB/FT^3)

MAXIUMUM CBR AT 25 BLOWS: 15 **MAX. DRY DENSITY AT 25 BLOWS:** 103.9 (LB/FT^3)

MAXIUMUM CBR AT 56 BLOWS: 25 **MAX. DRY DENSITY AT 56 BLOWS:** 107.5 (LB/FT^3)

DATA SHEET

CALIFORNIA BEARING RATIO (CBR)
ASTM D 1883

TEST IDENTIFICATION:

DATE: 11/18/2010

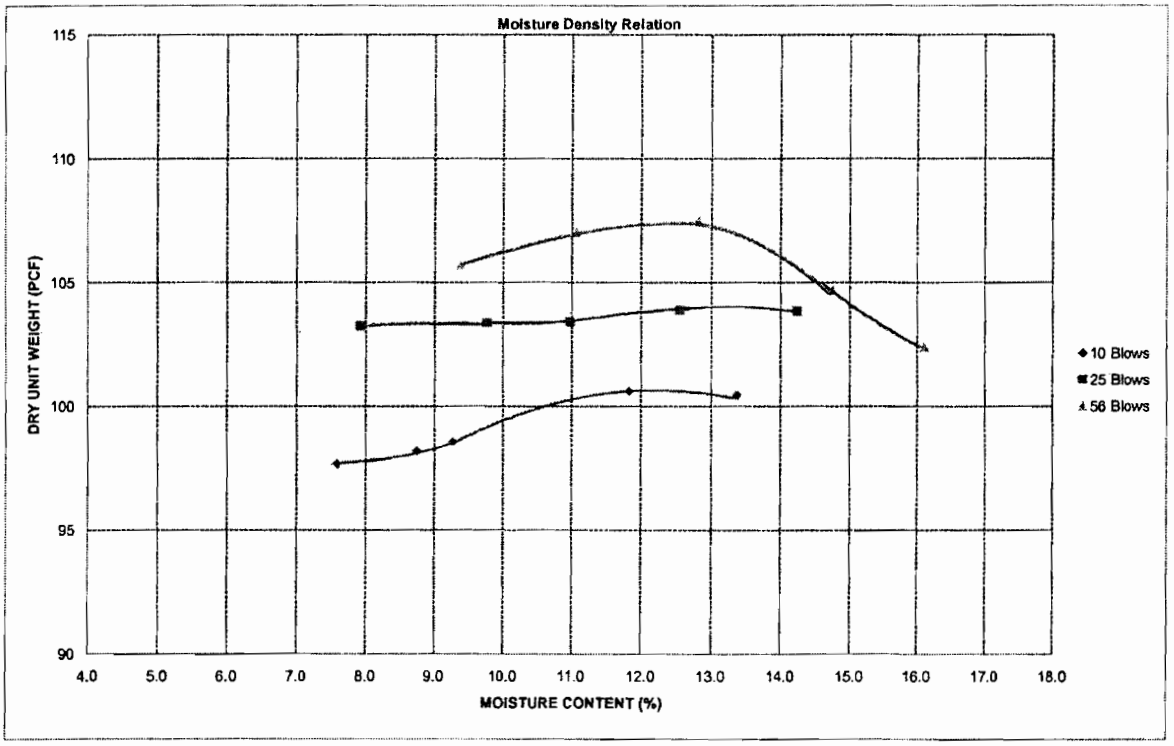
PROJECT NO: 52-06-10-03 **BORING NO:** CBR #2

DEPTH: 0.5-1.5 **TESTED BY:** JL

SOIL DESCRIPTION SM A-2-4 W/ LIMEROCK

GRAY SILTY FINE SAND

MOLDED DRY DENSITY TEST RESULTS:



ENVIRONMENTAL & GEOTECHNICAL SPECIALISTS, INC.

DATA SHEET

CALIFORNIA BEARING RATIO (CBR)
ASTM D 1883

TEST IDENTIFICATION:

DATE: 11/18/2010

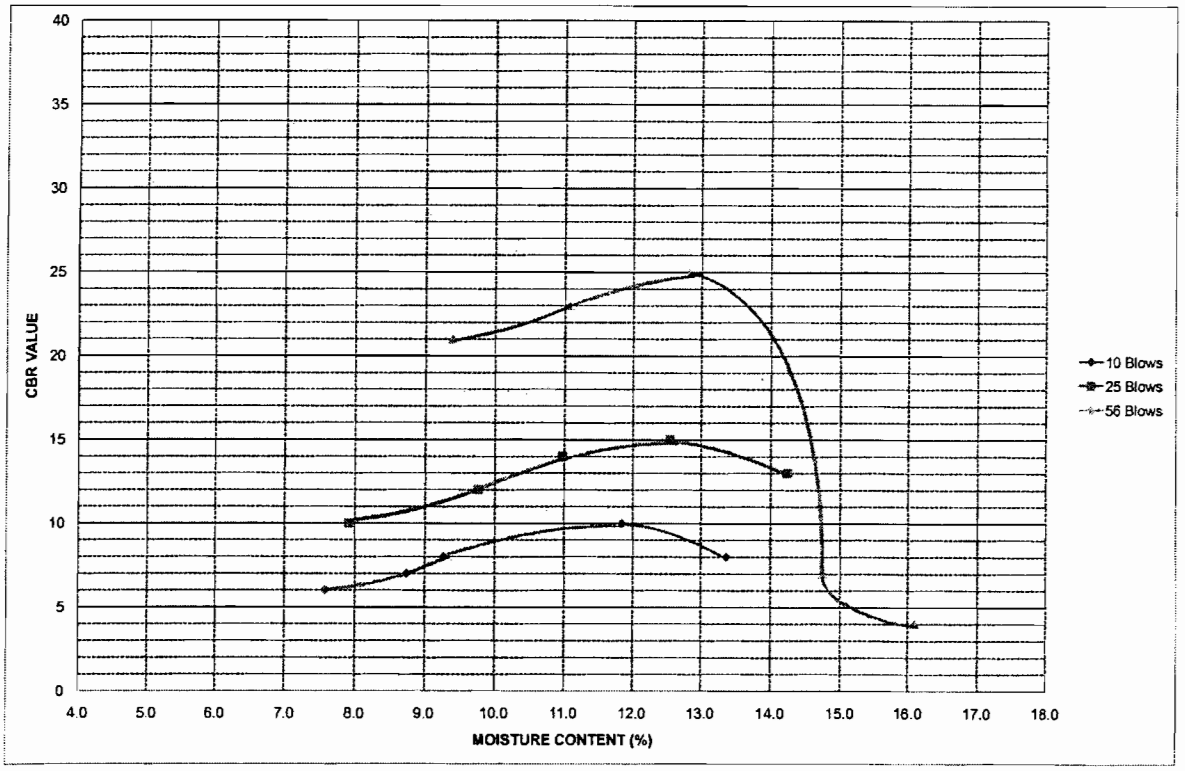
PROJECT NO: 52-06-10-03 **BORING NO:** CBR #2

DEPTH: 0.5-1.5 **TESTED BY:** JL

SOIL DESCRIPTION SM A-2-4 W/ LIMEROCK

GRAY SILTY FINE SAND

CBR TEST RESULTS:



ENVIRONMENTAL & GEOTECHNICAL SPECIALISTS, INC

DATA SHEET

CALIFORNIA BEARING RATIO (CBR)
ASTM D 1883

TEST IDENTIFICATION:

DATE: 11/18/2010

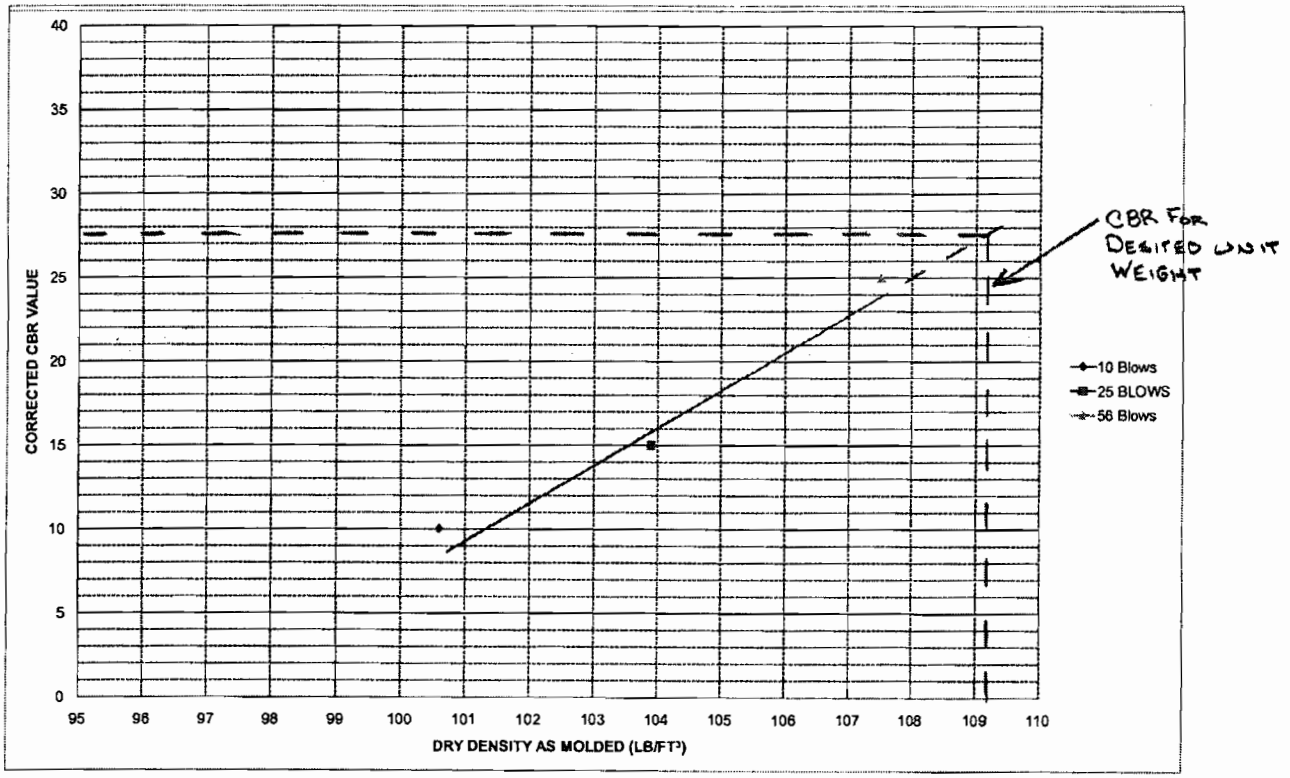
PROJECT NO: 52-06-10-03 **BORING NO:** CBR #2

DEPTH: 0.5-1.5 **TESTED BY:** JL

SOIL DESCRIPTION SM A-2-4 W/ LIMEROCK

GRAY SILTY FINE SAND

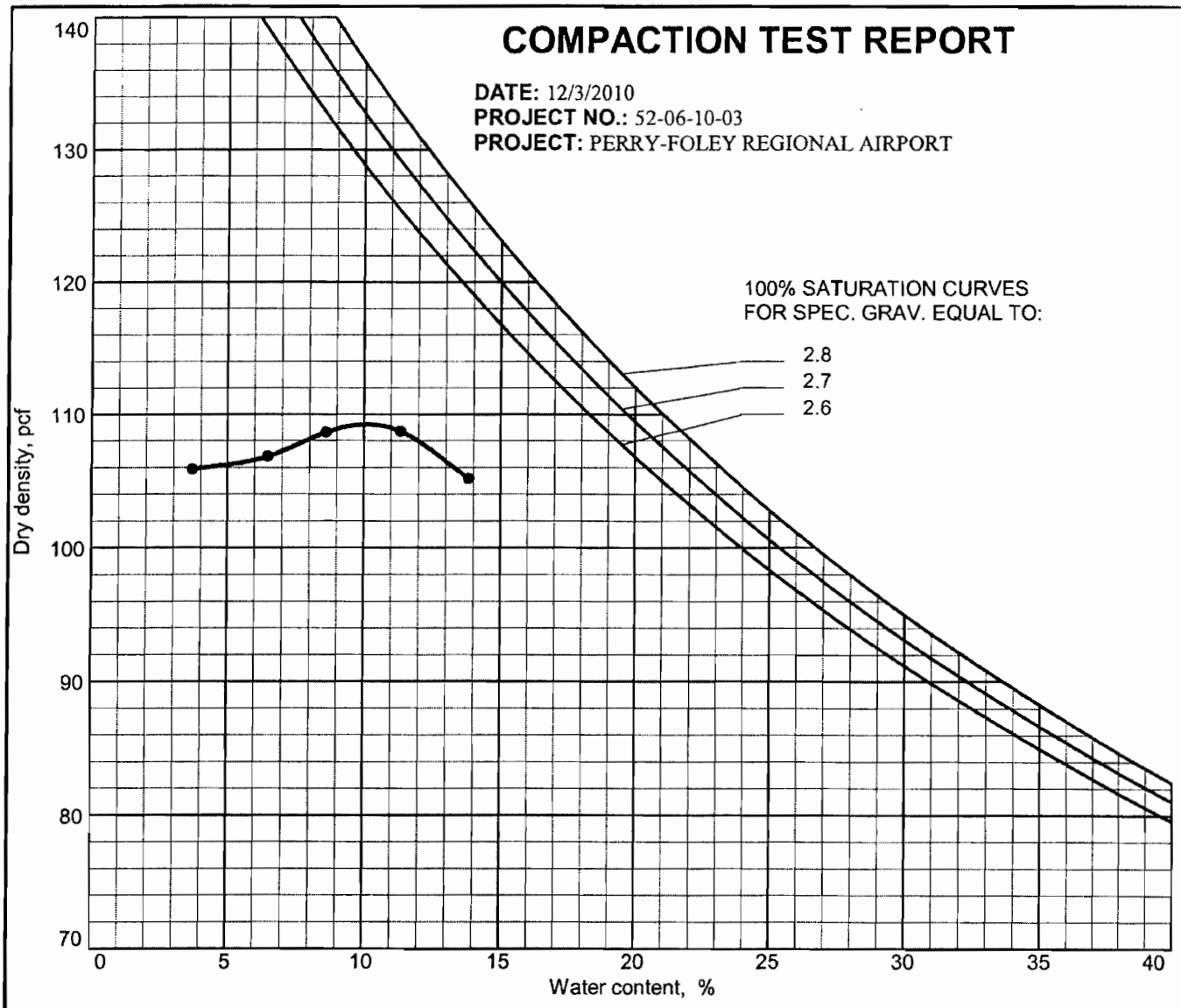
MAXIUM CBR TEST RESULTS:



ENVIRONMENTAL & GEOTECHNICAL SPECIALISTS, INC

COMPACTION TEST REPORT

DATE: 12/3/2010
PROJECT NO.: 52-06-10-03
PROJECT: PERRY-FOLEY REGIONAL AIRPORT



	No.	LOCATION AND DESCRIPTION	TEST SPECIFICATION
●		**Source:** CBR#2 **Sample No.:** CBR#2 **Elev./Depth:** 0.5 - 1.5 GRAY SILTY FINE SAND	AASHTO T 180 Method A Modified

	No.	USCS	LL	PI	NAT. MOIST.	%> No.4	%< No.200	MAX. DRY DEN.	OPT. MOIST.
●								109.2 pcf	10.1 %

Figure

EGS

MOISTURE DENSITY TEST DATA

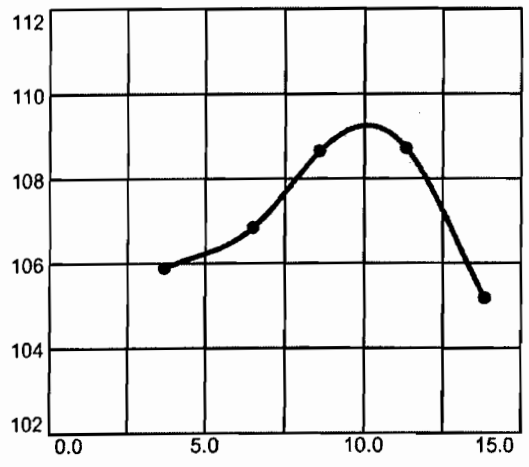
Client: AVCON, INC.
Project: PERRY-FOLEY REGIONAL AIRPORT
Project Number: 52-06-10-03

Specimen Data

Source: CBR#2
Sample No.: CBR#2
Elev. or Depth: 0.5 - 1.5 FEET **Sample Length(in./cm.):** 12IN
Location:
Description: GRAY SILTY FINE SAND
Water Content: **Liquid Limit:** **Plasticity Index:**
USCS: **AASHTO:**
Percent retained on No.4 sieve:
Percent passing No. 200 sieve: **Specific gravity:**

Test Data And Results

Type of test: AASHTO T 180 Method A Modified
Mold Dia.: 4.00 in. **Hammer Wt.:** 10 lb. **Drop:** 18 in.
Layers: five **Blows per Layer:** 25



POINT NO.	1	2	3	4	5
WM + WS	6980.0	7040.0	7104.0	7150.0	7130.0
WM	5320.0	5320.0	5320.0	5320.0	5320.0
WW+T	31.57	34.76	43.45	50.12	42.35
WD+T	30.46	32.67	40.04	45.06	37.26
TARE	0.45	0.45	0.45	0.45	0.45
MOIST	3.7	6.5	8.6	11.3	13.8
MOISTURE	3.7	6.5	8.6	11.3	13.8
DRY DEN	105.9	106.8	108.6	108.7	105.2

Max dry den= 109.2 pcf **Opt moisture=** 10.1 %

DATA SHEET

CALIFORNIA BEARING RATIO (CBR)
ASTM D 1883

TEST IDENTIFICATION:

DATE: 11/18/2010

PROJECT NO: 52-06-10-03 **BORING NO:** CBR #3

DEPTH: 0.5-1.5 **TESTED BY:** JL

SOIL DESCRIPTION SM A-2-4 / STRATUM 1

GRAY SILTY FINE SAND

TEST DATA (10 BLOWS PER LAYER):

MOLD NO.	4-A	4-B	4-C	4-D	4-E
WET DENSITY BEFORE SOAK (lb/ft^3)	107.5	109.9	113.6	114.9	116.1
DRY DENSITY BEFORE SOAK (lb/ft^3)	99.4	100.6	102.4	102.2	102.0
WATER CONTENT BEFORE COMP, %	8.1	9.1	11.0	12.3	14.0
WATER CONTENT AFTER COMP, %	8.3	9.5	11.0	12.5	13.7
AVG. MOLDING WATER CONTENT,%	8.2	9.3	11.0	12.4	13.9
SWELL (% OF INITIAL HEIGHT)	--	--	--	--	--
CBR	**7**	**9**	**12**	**11**	**9**

TEST DATA (25 BLOWS PER LAYER):

MOLD NO.	4-A	4-B	4-C	4-D	4-E
WET DENSITY BEFORE SOAK (lb/ft^3)	109.9	111.5	116.9	117.0	117.7
DRY DENSITY BEFORE SOAK (lb/ft^3)	101.6	101.7	103.8	104.8	103.0
WATER CONTENT BEFORE COMP, %	8.6	10.1	13.0	11.9	14.6
WATER CONTENT AFTER COMP, %	7.7	9.1	12.3	11.3	14.1
AVG. MOLDING WATER CONTENT,%	8.2	9.6	12.6	11.6	14.3
SWELL (% OF INITIAL HEIGHT)	--	--	--	--	--
CBR	**11**	**12**	**14**	**15**	**9**

TEST DATA (56 BLOWS PER LAYER):

MOLD NO.	4-A	4-B	4-C	4-D	4-E
WET DENSITY BEFORE SOAK (lb/ft^3)	114.3	117.9	119.5	120.0	120.3
DRY DENSITY BEFORE SOAK (lb/ft^3)	104.6	106.0	105.7	104.5	103.7
WATER CONTENT BEFORE COMP, %	9.5	11.1	12.5	14.5	15.6
WATER CONTENT AFTER COMP, %	9.2	11.4	13.6	15.2	16.4
AVG. MOLDING WATER CONTENT,%	9.3	11.2	13.0	14.9	16.0
SWELL (% OF INITIAL HEIGHT)	--	--	--	--	--
CBR	**19**	**21**	**18**	**11**	**6**

SURCHARGE WGT: 25 (LBS)

MAXIMUM DRY DENSITY (AASHTO T 180 METHOD A MODIFIED): 109.3 (LB/FT^3)

MAXIUMUM CBR AT 10 BLOWS: 12 **MAX. DRY DENSITY AT 10 BLOWS:** 102.4 (LB/FT^3)

MAXIUMUM CBR AT 25 BLOWS: 15 **MAX. DRY DENSITY AT 25 BLOWS:** 104.8 (LB/FT^3)

MAXIUMUM CBR AT 56 BLOWS: 21 **MAX. DRY DENSITY AT 56 BLOWS:** 106.0 (LB/FT^3)

DATA SHEET

CALIFORNIA BEARING RATIO (CBR)
ASTM D 1883

TEST IDENTIFICATION:

DATE: 11/18/2010

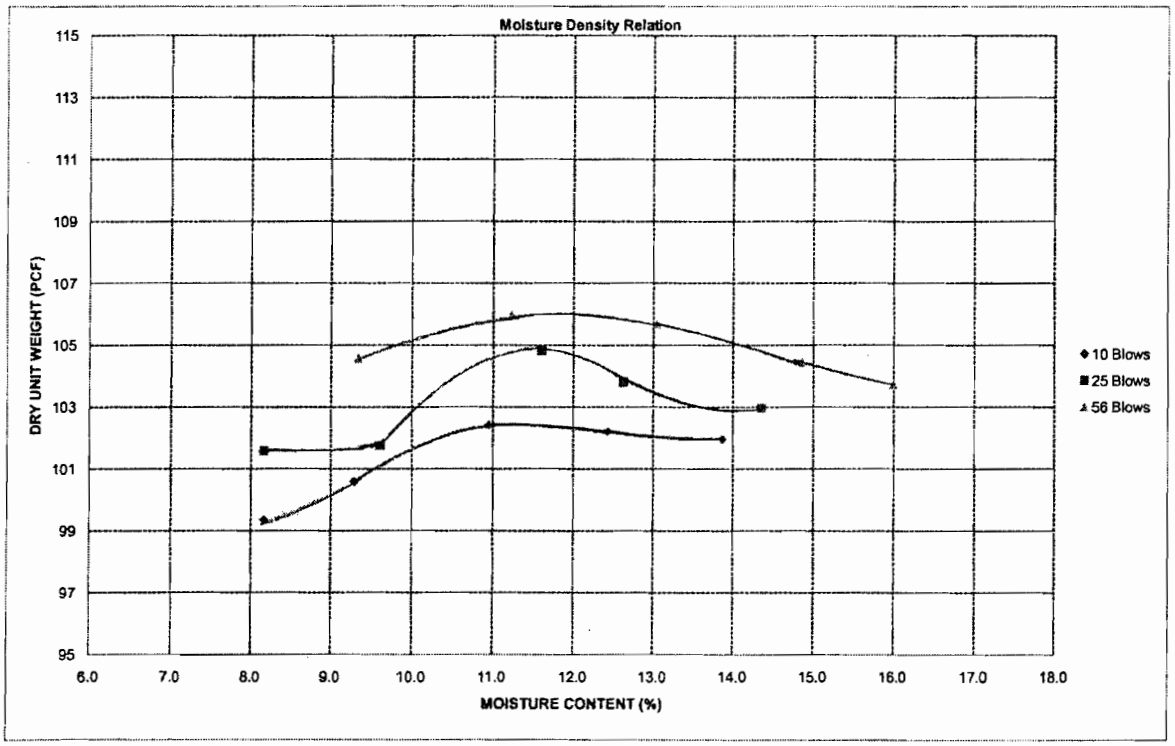
PROJECT NO: 52-06-10-03 **BORING NO:** CBR #3

DEPTH: 0.5 - 1.5 FEET **TESTED BY:** JL

SOIL DESCRIPTION SM A-2-4 / STRATUM 1

GRAY SILTY FINE SAND

MOLDED DRY DENSITY TEST RESULTS:



ENVIRONMENTAL & GEOTECHNICAL SPECIALISTS, INC.

DATA SHEET

CALIFORNIA BEARING RATIO (CBR)
ASTM D 1883

TEST IDENTIFICATION:

DATE: 11/18/2010

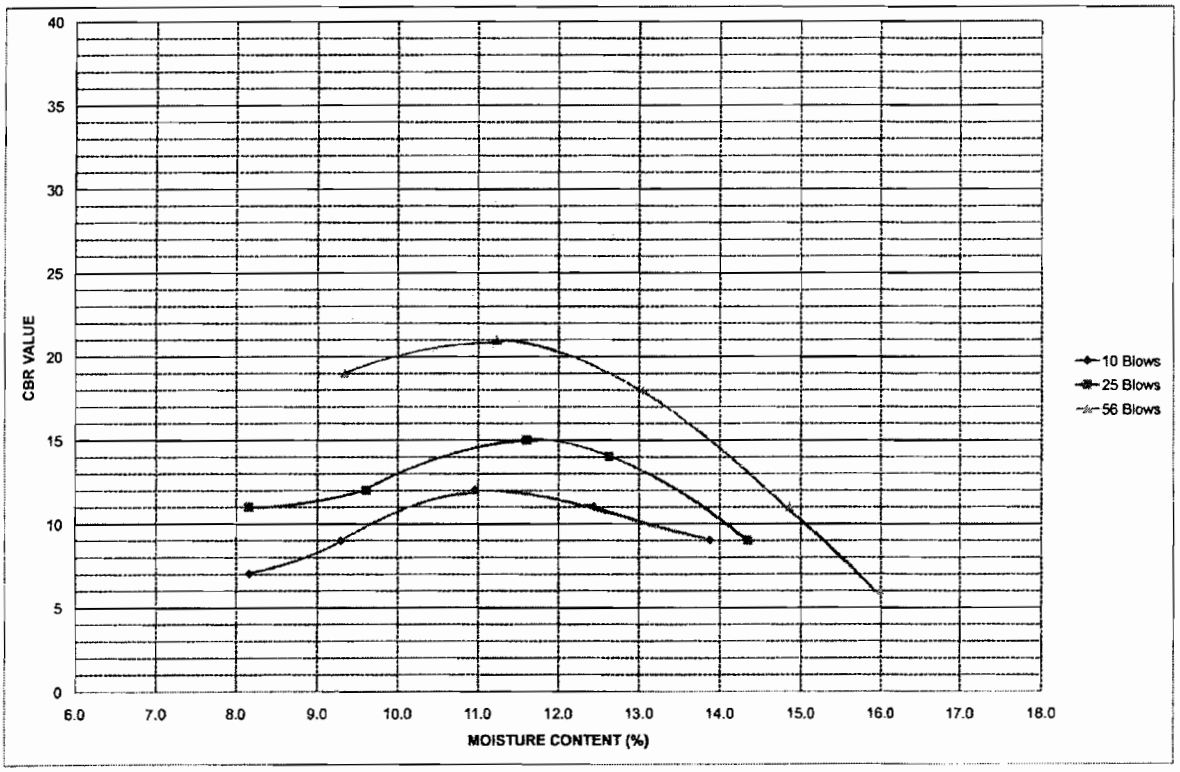
PROJECT NO: 52-06-10-03 **BORING NO:** CBR #3

DEPTH: 0.5 - 1.5 FEET **TESTED BY:** JL

SOIL DESCRIPTION SM A-2-4 / STRATUM 1

GRAY SILTY FINE SAND

CBR TEST RESULTS:



ENVIRONMENTAL & GEOTECHNICAL SPECIALISTS, INC

DATA SHEET

CALIFORNIA BEARING RATIO (CBR)
ASTM D 1883

TEST IDENTIFICATION:

DATE: 11/18/2010

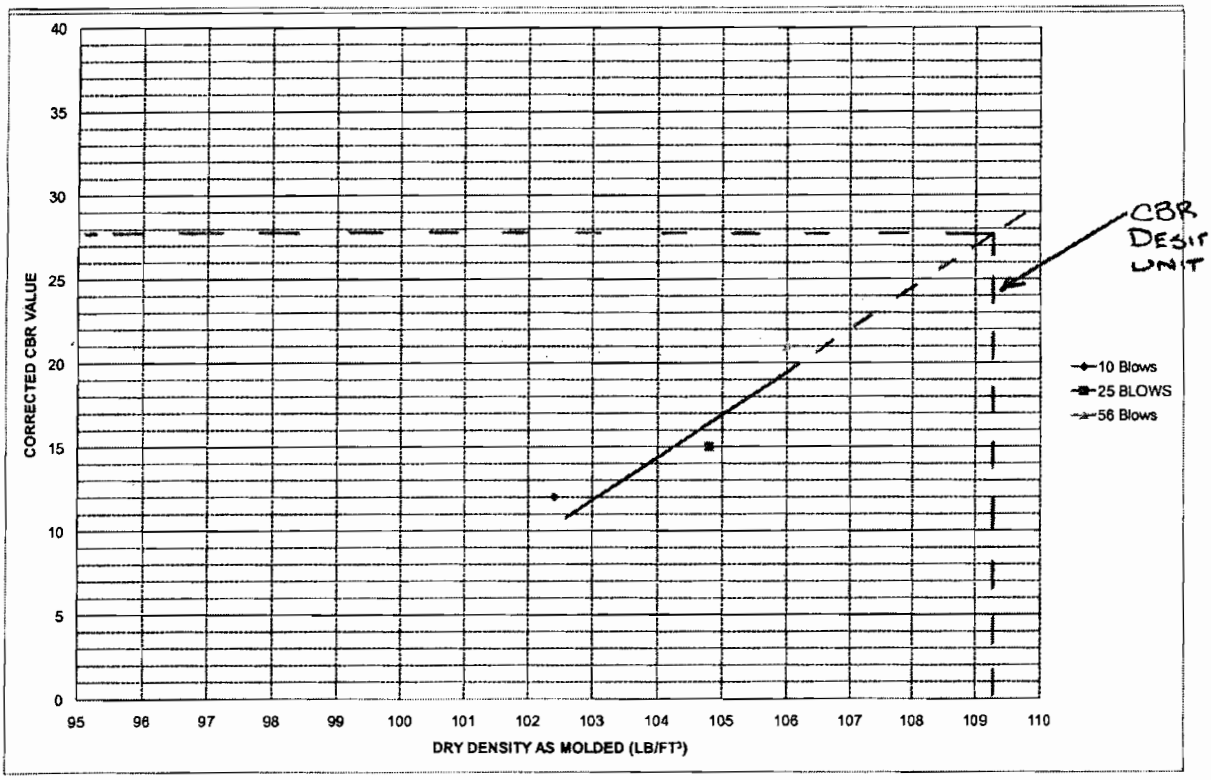
PROJECT NO: 52-06-10-03 **BORING NO:** CBR #3

DEPTH: 0.5 - 1.5 FEET **TESTED BY:** JL

SOIL DESCRIPTION SM A-2-4 / STRATUM 1

GRAY SILTY FINE SAND

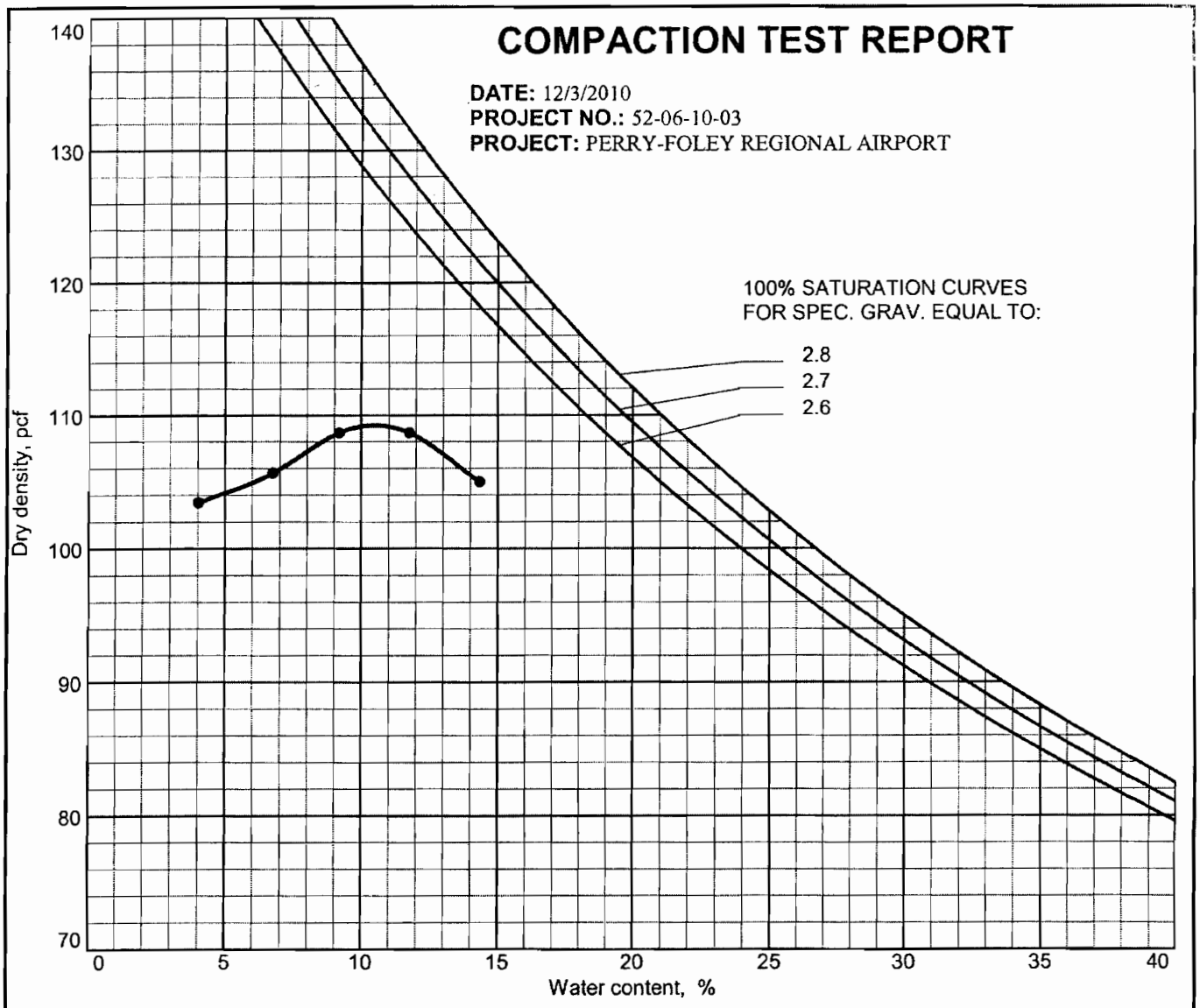
MAXIUM CBR TEST RESULTS:



ENVIRONMENTAL & GEOTECHNICAL SPECIALISTS, INC

COMPACTION TEST REPORT

DATE: 12/3/2010
PROJECT NO.: 52-06-10-03
PROJECT: PERRY-FOLEY REGIONAL AIRPORT



	No.	LOCATION AND DESCRIPTION	TEST SPECIFICATION
●		**Source:** CBR#3 **Sample No.:** CBR#3 **Elev./Depth:** 0.5 - 1.5 GRAY SILTY FINE SAND	AASHTO T 180 Method A Modified

	No.	USCS	LL	PI	NAT. MOIST.	%> No.4	%< No.200	MAX. DRY DEN.	OPT. MOIST.
●								109.3 pcf	10.5 %

EGS

Figure

MOISTURE DENSITY TEST DATA

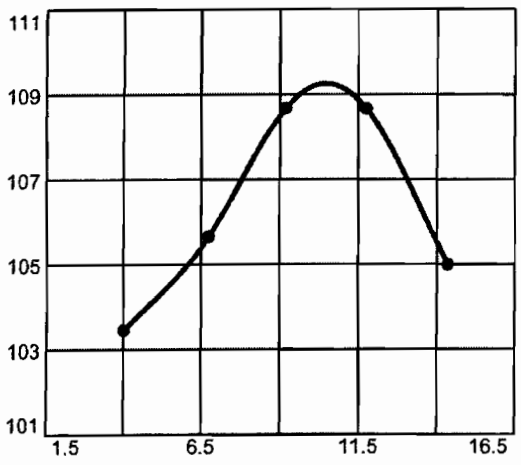
Client: AVCON, INC.
Project: PERRY-FOLEY REGIONAL AIRPORT
Project Number: 52-06-10-03

Specimen Data

Source: CBR#3
Sample No.: CBR#3
Elev. or Depth: 0.5 - 1.5 FEET **Sample Length(in./cm.):** 12IN
Location:
Description: GRAY SILTY FINE SAND
Water Content: **Liquid Limit:** **Plasticity Index:**
USCS: **AASHTO:**
Percent retained on No.4 sieve:
Percent passing No. 200 sieve: **Specific gravity:**

Test Data And Results

Type of test: AASHTO T 180 Method A Modified
Mold Dia.: 4.00 in. **Hammer Wt.:** 10 lb. **Drop:** 18 in.
Layers: five **Blows per Layer:** 25



POINT NO.	1	2	3	4	5
WM + WS	6947.0	7025.0	7114.0	7156.0	7135.0
WM	5320.0	5320.0	5320.0	5320.0	5320.0
WW+T	38.94	37.64	40.37	41.61	42.12
WD+T	37.45	35.29	37.01	37.28	36.89
TARE	0.45	0.45	0.45	0.45	0.45
MOIST	4.0	6.7	9.2	11.8	14.4
MOISTURE	4.0	6.7	9.2	11.8	14.4
DRY DEN	103.5	105.7	108.7	108.7	105.0

Max dry den= 109.3 pcf **Opt moisture=** 10.5 %

15

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to review and approve the Florida Department of Transportation Joint Participation Agreement (JPA) and Resolution for the Runway 18-36 Rehabilitation project at Perry Foley Airport.
MEETING DATE REQUESTED:	November 1, 2011

Statement of Issue: **Board to approve JPA and Resolution in the amount of $20,000 to be used for the rehabilitation of Runway 18-36, the primary runway at Perry Foley Airport.**

Recommended Action: **Approve the FDOT Joint Participation Agreement and Resolution**

Fiscal Impact: **The JPA/Grant is in the amount of $20,000. The County received a FAA grant in the amount of $829,680.13, and is providing a match in the amount of $23,667.37 for a total project cost of $873,347.50. The Board approved the match June 21, 2011.**

Budgeted Expense: Y/N **Yes, a budget was submitted and approved for FY 2011-2012.**

Submitted By: **Melody Cox**

Contact: **Melody Cox**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The FDOT Joint Participation Agreement provides a grant in the amount of $20,000 for the design, rehabilitation and overlay of Runway 18/36 at Perry Foley Airport.**

The County received and accepted four bids for this project. The bid was awarded to Music Construction with the construction contract to be awarded after receipt of FAA and FDOT grant agreements.

Runway 18/36 is the primary runway at the Airport and the rehabilitation is necessary to meet required aviation safety standards. This runway currently does not drain properly and with a moderate rain, ponding results on the runway.

This safety hazard was addressed at the last three airport inspections by FDOT in September 2009, September 2010, and September 30, 2011.

Attachments: FDOT Joint Participation Agreement and Resolution

MALCOLM PAGE District 1 | MARK WIGGINS District 2 | LONNIE HOUCK District 3 | Pam Feagle District 4 | PATRICIA PATTERSON District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

JACK R. BROWN, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Upon motion of Commissioner_____ with second by Commissioner _____ and a vote of _____ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

RESOLUTION

WHEREAS, The ***Taylor County Board of Commissioners***, and the ***State of Florida Department of Transportation (FDOT)*** have determined it to be in their mutual interest to facilitate the development of the herein described project at the ***Perry Foley Airport***, to wit:

For the design, rehabilitation and overlay of Runway 18/36 at Perry Foley Airport.
Financial Project No: 43193119412

WHEREAS, The State of Florida Department of Transportation and the ***Taylor County Board of Commissioners*** agreed to joint funding for the project; the project has an estimated cost of $873,347.50; the ***FDOT*** portion of which shall be a maximum of $20,000 related to eligible project cost, the ***FAA*** portion shall be $829,680.13 and the ***Taylor County Board of Commissioners*** shall be $23,667.37 and;

WHEREAS, both parties now wish to formalize the arrangement in the form of a Joint Participation Agreement (JPA).

NOW THEREFORE, be it resolved, as follows:

1. The ***TAYLOR COUNTY BOARD OF COMMISSIONERS*** confirms its desire to enter into a Joint Participation Agreement with the ***State of Florida Department of Transportation.***
2. The Chairman, Lonnie Houck, or their authorized designee, is authorized to execute the Joint Participation Agreement (JPA) including any Supplemental Joint Participation Agreements (SJPA) for the purpose of Scope Changes and/or funding adjustments, as well as execute Assurances, Certifications, and all other documents as may be required in support of the project.
3. The Chairman, Lonnie Houck, or their authorized designee, is authorized to sign requests for Contract Time Extension(s), as may be required in support of the project.
4. In the event Lonnie Houck is not available to sign documents related to the project, including the referenced Joint Participation Agreement with the ***State of Florida Department of Transportation,*** Vice – Chairwoman Patricia Patterson is authorized to sign such documents as may be necessary.

WITNESSED: Adopted the 1st day of November, 2011 in Regular Session by the ***Taylor County Board of Commissioners.***

Board of County Commissioners
Taylor County, Florida

By: _____ ***Attest:*** _____
Lonnie Houck, Chairman ***Annie Mae Murphy, Clerk***

PROJECT SCHEDULE
F.P. # 43193119412

ITEM	ESTIMATED DATE
Consultant Selection	05/01/2010
90% Design	12/01/2010
100% Design	04/01/2011
Bid Project	08/15/2011
Award Project	11/01/2011
Start Project Construction	12/01/2011
50% Complete	02/15/2012
90% Complete	04/15/2012
Complete Project	04/30/2012
Final Project Inspection	05/10/2012
Close Project	05/15/2012

This schedule represents our best estimate for project completion. We also agree to notify the Department promptly of any delays that might impact this schedule.

Lonnie Houck, Chairman

SIGNATORY (PRINT NAME & TITLE)

SIGNATURE

PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT

Financial Project No(s).: (item-segment-phase-sequence) 43193119412	Fund: DDR	FLAIR 088719
	Function: 637	Object Code: 750004
	Federal No.:	Org. Code: 55022020228
Contract No.:	DUNS No.: 80-939-7102	Vendor No.: F 596 000 879 001
CFDA Number: 20.106	CSFA Number: 55004	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS 201 East AGreen Street, Perry, Florida 32347 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before October 31, 2013 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 332.006(6)(Aviation), Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is FOR THE DESIGN, REHABILITATION AND OVERLAY OF RUNWAY 18/36 AT THE PERRY-FOLEY AIRPORT.

and as further described in Exhibit(s) A, B, C, & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is $ 800,000.00 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of $ 20,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

(a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;

(b) Availability of funds as stated in Section 17.00 of this Agreement;

(c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;

(d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ○ is ◉ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage ○ is ◉ is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500, 000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

   District Two Aviation Office
   Mail Station 2018
   1109 South Marion Avenue
   Lake City, FL 32025-5874

   B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

   C Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

   District Two Aviation Office
   Mail Station 2018
   1109 South Marion Avenue
   Lake City, FL 32025-5874

   In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

   District Two Aviation Office
   Mail Station 2018
   1109 South Marion Avenue
   Lake City, FL 32025-5874

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

      District Two Aviation Office
      Mail Station 2018
      1109 South Marion Avenue
      Lake City, FL 32025-5874

   B. The Auditor General's Office at the following address:

      Auditor General's Office
      Room 401, Pepper Building
      111 West Madison Street
      Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

   A. The Department at each of the following addresses:

      District Two Aviation Office
      Mail Station 2018
      1109 South Marion Avenue
      Lake City, FL 32025-5874

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

7.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District TWO Public Transportation Office LAKE CITY, , FL, 32025-5874 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

(a) the date the Agency acquired the real property,
(b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
(c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein; or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

8.30 Disallowed Costs: In determining the amount of the payment, prior to receipt of annual notification of funds availability, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department and costs invoiced prior to receipt of annual notification of fund availability.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy

12.31 DBE Policy: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient 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 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601,et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before October 31, 2013. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Robert L. Parks, Director of Planning & Production. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal 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.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

25.00 E-Verify

Vendors/Contractors:

1. 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 Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state 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.

Financial Project No(s). 43193119412

Contract No. _____

Agreement Date _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

See attached Encumbrance Form for date of Funding Approval by Comptroller

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION

Robert L. Parks, Director of Planning & Production
TITLE

FINANCIAL PROJECT # **43193119412**

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and **THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS, 201 EAST GREEN STREET, PERRY, FLORIDA 32347** referenced by the above Financial Project Number.

PROJECT LOCATION:
Perry-Foley Airport
Perry, Florida
Taylor County

PROJECT DESCRIPTION:
For the design, rehabilitation and overlay of Runway 18/36 at the Perry-Foley Airport.

SPECIAL CONSIDERATIONS BY AGENCY:
The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT: **The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:**

- **No invoice activity for 6 months or No contract activity for 18 months**

Effective July 1, 2010, Section 215.971, Florida Statutes (F.S.) now requires all new Joint Participation Agreement (JPA) the Department executes to clearly document contract deliverables and establish minimum level of services. The JPA scope of services will be required to clearly divide project tasks into quantifiable, measurable, and verifiable units of deliverables that must be received and accepted by the Department, in writing, prior to payment for services. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. Once the following items have been submitted to and approved in writing by the Department they will be added to this JPA under Exhibit "A" to meet the deliverable requirements under Section 215.971 F.S.:

Scope of Services

Design Phase

1. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its third-party consultant. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the third-party consultant. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

a. Percentage Completed. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.

b. Completed Tasks. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.

2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

Construction Phase

4. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its construction contractor. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the contractor. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall

be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

a. Percentage Completed. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
b. Completed Tasks. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.

5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.
6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

FINANCIAL PROJECT NO.**43193119412**

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and **THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS, 201 EAST GREEN STREET, PERRY, FLORIDA 32347,** referenced by the above Financial Project Number.

I.	PROJECT COST:			**$800,000.00**
	TOTAL PROJECT COST:			**$800,000.00**
II.	PARTICIPATION:			
	Maximum Federal Participation			
	FTA, **FAA**	(**95** %)	or	**$760,000.00**
	Agency Participation			
	In-Kind	(%)		$
	Cash	(2.5 %)		**$20,000.00**
	Other	(%)		$
	Maximum Department Participation,			
	Primary			
	(DS)(**DDR**)(DIM)(PORT)(DPTO)	(2.5 %)	or	**$20,000.00**
	Federal Reimbursable (DU)(FRA)(DFTA)	(%)	or	$
	Local Reimbursable (DL)	(%)	or	$
	TOTAL PROJECT COST			**$800,000.00**

NOTE: THE TOTAL DEPARTMENT PARTICIPATION IS UP TOO AND INCLUDING $20,000.00 OF THE NON-FEDERAL PART.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

FINANCIAL PROJECT NO.: 43193119412

EFFECTIVE DATE: _____

A. General

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").

2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.

8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.

10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following:

a. **Florida Statutes (F.S.)**

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. **Florida Administrative Code (FAC)**

- Chapter 9J-5, FAC, Review of Comprehensive Plans and Determination of Compliance
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports

- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. **Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. **Department Requirements**

- Eight Steps to Building a New Airport
- Florida Airport Financial Resource Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Guidelines for Plan Development

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

a. **Federal Requirements**

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design

b. **Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

c. **Department Requirements**

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports

3. **Land Acquisition Certification:** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. **Federal Requirements**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. **Florida Requirements**

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority

1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

   c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. **Good Title**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers**

   a. The Agency 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 and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation**

   a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

   b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. **Airport Compatible Land Use**

   a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government

adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. **Consistency with Local Government Plans**

a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.

c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. **Consistency with Airport Master Plan and Airport Layout Plan**

a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.

b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:

(1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency 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; and

(3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. **Airport Financial Plan**

a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.

(1) The financial plan shall be a part of the Airport Master Plan.

(2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.

(3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.

b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Joint Automated Capital Improvement Program (JACIP) online website.

9. **Airport Revenue**

The Agency assures that all revenue generated by the airport will be expended for capital improvement 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 air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. **Fee and Rental Structure**

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the fair market value.

c. The Agency assures that property or facility leases for aeronautical purposes shall not exceed a period of 30 years.

11. **Public-Private Partnership for Aeronautical Uses**

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. Duration of the terms or conditions in Section D11a shall not exceed a period of 30 years.

12. **Economic Nondiscrimination**

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

(1) 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.

(2) 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.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. **Air and Water Quality Standards**

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. **Operations and Maintenance**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, 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 and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

(1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

(2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

(3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. **Federal Funding Eligibility**

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

16. **Project Implementation**

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. **Exclusive Rights**

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. **Airfield Access**

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. **Retention of Rights and Interests**

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. **Consultant, Contractor, Scope, and Costs**

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

21. **Planning Projects**

If this project involves planning or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such material available for public review, unless exempt from public disclosure.

(1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.

(2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

(1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.

(2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.

(3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. **Land Acquisition Projects**

If this project involves the purchase of real property, the Agency assures that it will:

a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.

b. **Administration:** Maintain direct control of project administration, including:

(1) Maintain responsibility for all related contract letting and administrative procedures.

(2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.

(3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.

(4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.

(5) Establish a project account for the purchase of the land.

(6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:

(1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.

(2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.

(3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.

(4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

(1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.

(2) Complete an Airport Master Plan within two years of land purchase.

(3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land:** For disposal of real property purchased in accordance with the terms and assurances of this Agreement, the Agency assures that it will comply with the following:

(1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its fair market value.

(2) Land shall be considered to be needed for airport purposes under this assurance if:

(a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.

(b) Revenue from uses of such land contributes to airport financial self-sufficiency.

(3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

(4) For disposal of real property purchased with Department funding:

(a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.

(b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

(c) Sale of real property acquired with Department funds shall be at fair market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. **Construction Projects:** The Agency assures that it will:

a. **Project Certifications:** Certify project compliances, including

(1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

(2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.

(3) Completed construction complies with all applicable local building codes.

(4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

(1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

(1) The Agency 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 Department for the project.

(2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.

(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. **Noise Mitigation Projects:** The Agency assures that it will:

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

(1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

EXHIBIT - 'D'
PROJECT AUDIT REQUIRMENTS

Financial Project No. **43193119412**

Contract No. _____

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the **THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS, 201 EAST GREEN STREET, PERRY, FLORIDA 32347**

Insert or replace the following contract language within the "Audit Reports" section of all FDOT contracts. NOTE: Special attention, for the insertion of this information, should be made to "A" contracts.

The administration of resources awarded by the Department to the **Taylor County Board of County Commissioners** may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the **Taylor County Board of County Commissioners** regarding such audit. The **Taylor County Board of County Commissioners** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the

recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

      Aviation Administrator
      1109 S. Marion Avenue, MS 2018

Lake City, Florida 32025-5874
(i.e. District Program Manager or Audit Director for this contract)

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Aviation Administrator
1109 S. Marion Avenue, MS 2018
Lake City, Florida 32025-5874

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Aviation Administrator
1109 S. Marion Avenue, MS 2018
Lake City, Florida 32025-5874

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Aviation Administrator
1109 S. Marion Avenue, MS 2018
Lake City, Florida 32025-5874

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

Aviation Administrator
1109 S. Marion Avenue, MS 2018
Lake City, Florida 32025-5874

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida

Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT - 1

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount
Federal Aviation Administration	20.106	$760,000.00

Compliance Requirements

1.

2.

3.

STATE RESOURCES

State Agency	Catalog of State Financial Assistance (Number & Title)	Amount
Florida Department of Transportation	55004	$20,000.00

Compliance Requirements

1.

2.

3.

Matching Resources for Local Agency

Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount
Taylor County		$20,000.00

Compliance Requirements

1.

2.

3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

10

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to approve Satisfaction of Second Mortgage for Robert B. & Alicia H. Young who received First Time Home Buyers Down Payment Assistance through the SHIP Program. All terms of the Second Mortgage Agreement have been satisfied.
MEETING DATE REQUESTED:	November 1, 2011

Statement of Issue: Requesting Board to approve Satisfaction of Second Mortgage for the above referenced.

Recommended Action: Approve Satisfaction of Second Mortgage

Fiscal Impact: Not applicable

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Robert B. & Alicia H. Young received First Time Home Buyers Down Payment Assistance in the amount of $6,800.00 through the SHIP Program October 6, 2006. All terms of the Second Mortgage Agreement have been satisfied.

Attachments: Satisfaction of Second Mortgage

SATISFACTION OF SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Second Mortgage Under Taylor County, Florida Local Housing Partnership Down Payment Assistance Program executed by **ROBERT B. & ALICIA H. YOUNG** bearing date the 6th day of October, A. D. 2006, recorded in Official Records Book 586, pages 99-107, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of $6,800.00, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

THE WEST HALF OF LOT 42 BLOCK 13, OF THE ORIGINAL TOWN OF PERRY, FLORIDA, ACCORDING TO PLAT OF RECORD IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF TAYLOR COUNTY, FLORIDA.

hereby acknowledge full payment and satisfaction of said note and mortgage deed, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this _____ day of _____, 2011.

Signed, Sealed and Delivered
in Presence of:

_____

_____

_____(SEAL)
LONNIE HOUCK, Chairperson
BOARD OF COUNTY COMMISSION
TAYLOR COUNTY, FLORIDA

ATTEST:

_____
ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared LONNIE HOUCK, to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2011.

_____
NOTARY PUBLIC

My Commission Expires:

17

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to approve Satisfaction of Second Mortgage for Joseph Taylor who received First Time Home Buyers Down Payment Assistance through the SHIP Program. All terms of the Second Mortgage Agreement have been satisfied.
MEETING DATE REQUESTED:	November 1, 2011

Statement of Issue: Requesting Board to approve Satisfaction of Second Mortgage for the above referenced.

Recommended Action: Approve Satisfaction of Second Mortgage

Fiscal Impact: Not applicable

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Joseph Taylor received First Time Home Buyers Down Payment Assistance in the amount of $8,048.61 through the SHIP Program October 20, 2006.
All terms of the Second Mortgage Agreement have been satisfied.

Attachments: Satisfaction of Second Mortgage

SATISFACTION OF SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Second Mortgage Under Taylor County, Florida Local Housing Partnership Down Payment Assistance Program executed by **JOSEPH TAYLOR, a single person,** bearing date the 20th day of October, A. D. 2006, recorded in Official Records Book 587, pages 980-988, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of $8,048.61, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

LOT 26 OF BLOCK "B", QUAIL POINTE SUBDIVISION, AS PER MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, AT PAGE 175 OF THE PUBLIC RECORDS OF TAYLOR COUNTY, FLORIDA.

hereby acknowledge full payment and satisfaction of said note and mortgage deed, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this ____ day of _____, 2011.

Signed, Sealed and Delivered
in Presence of:

_____

_____

_____(SEAL)
LONNIE HOUCK, Chairperson
BOARD OF COUNTY COMMISSION
TAYLOR COUNTY, FLORIDA

ATTEST:

_____
ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared LONNIE HOUCK, to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2011.

_____
NOTARY PUBLIC

My Commission Expires:

(18)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to approve Satisfaction of Second Mortgage for John C. Padgett & Hazel Padgett who received First Time Home Buyers Down Payment Assistance through the SHIP Program. All terms of the Second Mortgage Agreement have been satisfied.
MEETING DATE REQUESTED:	November 1, 2011

Statement of Issue: Requesting Board to approve Satisfaction of Second Mortgage for the above referenced.

Recommended Action: Approve Satisfaction of Second Mortgage

Fiscal Impact: Not applicable

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: John C. Padgett & Hazel Padgett received First Time Home Buyers Down Payment Assistance in the amount of $9,800.00 through the SHIP Program October 12, 2006. All terms of the Second Mortgage Agreement have been satisfied.

Attachments: Satisfaction of Second Mortgage

SATISFACTION OF SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Second Mortgage Under Taylor County, Florida Local Housing Partnership Down Payment Assistance Program executed by **JOHN C. PADGETT JR & HAZEL PADGETT** bearing date the 12th day of October, A. D. 2006, recorded in Official Records Book 587, pages 989-997, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of $9,800.00, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

> COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEASET QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 6 EAST, TAYLOR COUNTY, FLORIDA, THENCE RUN SOUTH 89 DEGREES 13 MINUTES 27 SECONDS WEST 151.28 FEET TO THE WESTERLY RIGHT OF WAY OF EARL BLANTON ROAD AND THE POINT OF BEGINNING. THENCE FROM SAID POINT OF BEGINNING RUN SOUTHWESTERLY ALONG SAID RIGHT OF WAY SOUTH 14 DEGREES 31 MINUTES 39 SECONDS WEST 720.63 FEET, THENCE RUN NORTH 00 DEGREES 24 MINUTES 12 SECONDS WEST 695.10 FEET TO THE SOUTH FORTY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, THENCE RUN ALONG SAID SOUTH LINE NORTH 89 DEGREES 13 MINUTES 27 SECONDS EAST 185.68 FEET BACK TO THE WESTERLY RIGHT OF WAY LINE OF EARL BLANTON ROAD AND THE POINT OF BEGINNING. SAID PARCEL BEING 1.48 ACRES MORE OR LESS.

hereby acknowledge full payment and satisfaction of said note and mortgage deed, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this ____ day of _____, 2011.

Signed, Sealed and Delivered
in Presence of:

_____

_____

_____(SEAL)
LONNIE HOUCK, Chairperson
BOARD OF COUNTY COMMISSION
TAYLOR COUNTY, FLORIDA

ATTEST:

_____
ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared LONNIE HOUCK, to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2011.

_____
NOTARY PUBLIC

My Commission Expires:

19

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to approve Satisfaction of Second Mortgage for Robert C. Willetts, II & Danielle Willetts who received First Time Home Buyers Down Payment Assistance through the SHIP Program. All terms of the Second Mortgage Agreement have been satisfied.
MEETING DATE REQUESTED:	November 1, 2011

Statement of Issue: Requesting Board to approve Satisfaction of Second Mortgage for the above referenced.

Recommended Action: Approve Satisfaction of Second Mortgage

Fiscal Impact: Not applicable

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: John C. Padgett & Hazel Padgett received First Time Home Buyers Down Payment Assistance in the amount of $9,800.00 through the SHIP Program November 15, 2006. All terms of the Second Mortgage Agreement have been satisfied.

Attachments: Satisfaction of Second Mortgage

SATISFACTION OF SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Second Mortgage Under Taylor County, Florida Local Housing Partnership Down Payment Assistance Program executed by **ROBERT C. WILLETTS, II & DANIELLE WILLETTS, his wife** bearing date the 15th day of November, A. D. 2006, recorded in Official Records Book 588, pages 813-820, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of $9,800.00, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

LOT 23 OF THE BOWDEN SUBDIVISION AS RECORDED IN PLAT BOOK 1 PAGE 188 OF THE PUBLIC RECORDS OF TAYLOR COUNTY, FLORIDA.

hereby acknowledge full payment and satisfaction of said note and mortgage deed, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this ____ day of _____, 2011.

Signed, Sealed and Delivered
in Presence of:

_____

_____

_____(SEAL)
LONNIE HOUCK, Chairperson
BOARD OF COUNTY COMMISSION
TAYLOR COUNTY, FLORIDA

ATTEST:

_____
ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared LONNIE HOUCK, to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2011.

_____
NOTARY PUBLIC

My Commission Expires:

20

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to approve Satisfaction of Second Mortgage for Matthew Brown & Kristina Holmes who received First Time Home Buyers Down Payment Assistance through the SHIP Program. All terms of the Second Mortgage Agreement have been satisfied.
MEETING DATE REQUESTED:	November 1, 2011

Statement of Issue: Requesting Board to approve Satisfaction of Second Mortgage for the above referenced.

Recommended Action: Approve Satisfaction of Second Mortgage

Fiscal Impact: Not applicable

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Matthew Brown & Kristina Holmes received First Time Home Buyers Down Payment Assistance in the amount of $9,800.00 through the SHIP Program November 15, 2006. All terms of the Second Mortgage Agreement have been satisfied.

Attachments: Satisfaction of Second Mortgage

SATISFACTION OF SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Second Mortgage Under Taylor County, Florida Local Housing Partnership Down Payment Assistance Program executed by **MATTHEW BROWN & KRISTINA HOLMES** bearing date the 15th day of November, A. D. 2006, recorded in Official Records Book 591, pages 42-49, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of $9,800.00, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

> COMMENCE AT THE POINT OF INTERSECTION OF THE NORTH BOUNDARY LINE OF THE SE ¼ OF SE ¼ OF SECTION 12, T4S, R7E AND THE WEST R/W LINE OF JOHNSON STRIPLING ROAD IN A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1400.00 FEET A CENTRAL ANGLE OF 5° 12' 37" AND A CHORD OF 127.27 FEET BEARING S 2° 49' 54" E, THENCE RUN SOUTHERLY ALONG SAID R/W LINE AN ARC DISTANCE OF 127.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 0° 13' 35" E A DISTANCE OF 774.06 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE S 0° 13' 35" E, ALONG SAID R/W LINE A DISTANCE OF 210 FEET; THENCE LEAVING SAID R/W RUN S 88° 07' 24" W, A DISTANCE OF 210.00 FEET; THENCE N 0° 13' 35" W A DISTANCE OF 210.00 FEET; THENCE N 88° 07' 24" E A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.01 ACRES AND IS LOCATED IN THE SE ¼ OF SE ¼ OF SECTION 12, T4S, R7E, TAYLOR COUNTY, FLORIDA.

hereby acknowledge full payment and satisfaction of said note and mortgage deed, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this _____ day of _____, 2011.

Signed, Sealed and Delivered
in Presence of:

_____

_____

_____(SEAL)
LONNIE HOUCK, Chairperson
BOARD OF COUNTY COMMISSION
TAYLOR COUNTY, FLORIDA

ATTEST:

_____
ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared LONNIE HOUCK, to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2011.

_____
NOTARY PUBLIC

My Commission Expires:

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	BOARD TO REVIEW AND APPROVE ADVERTISING FOR THE CONSTRUCTION OF SEA MEADOWS DRIVE UNDER THE SECONDARY ROADS IMPROVEMENT PLAN.
MEETING DATE REQUESTED:	November 1, 2011

Statement of Issue:

The Engineering Division has prepared the attached plans as part of the construction package for the improvements to Sea Meadows Drive under the Secondary Roads Improvement Plan. These plans will be incorporated into a Request for Proposals (RFP) that will be advertised upon receiving Board approval.

Recommended Action:

The Board should approve soliciting RFPs for the proposed scope of work. Subsequent approval of received proposals will be contingent upon available funding.

Fiscal Impact: FISCAL YR 2011/12 - TBD

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board has requested that the Engineering Division prepare construction plans and specifications for the improvement of Sea Meadows Drive under the Secondary Roads Improvement Plan. These plans and specifications will be incorporated into a Request for Proposals (RFP) that will be advertised upon receiving Board approval. It is intended that proposals be received at the December 13, 2011 regular Board meeting.

Options:

1) Approve the request to advertise for RFPs.

2) Deny the request to advertse for RFPs and state reasons for such denial.

Attachments:
Copy of RFP
Construction Plans

BID DOCUMENTS

Sea Meadows Drive
Secondary Road Improvements
Taylor County, Florida
2010-002-ENG

October 2011

Prepared for:

Taylor County Board of County Commissioners
108 N. Jefferson St.
Perry, Florida 32347

Prepared by:

Taylor County Engineering
201 East Green Street
Perry, FL 32347
850.838.3500

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PART 1 – BIDDING REQUIREMENTS

MALCOLM PAGE District 1 | MARK WIGGINS District 2 | LONNIE HOUCK District 3 | PAM FEAGLE District 4 | PATRICIA PATTERSON District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

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(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for construction of the ***Sea Meadows Drive***.

Qualified firms or individuals desiring to provide the required products or services must submit five (5) packages in a sealed envelope or similar package marked "***Sealed Proposal for Sea Meadows Drive***" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347 or P.O. Box 620, Perry, Florida 32348, to arrive no later than 4:00 P.M., local time, on December 13, 2011. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 6:10 P.M. local time, or as soon thereafter as practical, on December 13, 2011, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFP information **MUST** be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506, for a $50.00 non-refundable fee. RFP information may be reviewed on-line at http://www.taylorcountygov.com/bids.html.

The County reserves the right, in its sole and absolute discretion, to reject any or all Proposals, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the proposal price pursuant to Taylor County ordinance No. 2003-12. **No faxed Proposals will be accepted.**

Additional information may be obtained from:
Taylor County Engineering Department
201 East Green Street
Perry, FL 32347
(850) 838-3500

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing office for this project will be the *Taylor County Clerk of Courts located at 1st Floor Courthouse, 108 N. Jefferson St., Suite 102, Perry, FL.* Bidding procedures will be administered at the *Taylor County Administrative Complex located at 201 East Green St., Perry, FL.*

B. *Bidder*-- One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to Bidder.

C. *Successful Bidder*--The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

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2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

[A. Valid Business/Contractor Licensing/Registration Information]

[B. Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.]

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.

2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.

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B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the Scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;

E. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

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G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-Bid conference will not be held for this project.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Project Manager or Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

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ARTICLE 8 - BID SECURITY

8.01 Bid security will be required for this project.

8.02 When required, A Bid must be accompanied by Bid security made payable to Owner in an amount of Five percent (5%) of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.03 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.04 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Bid Form or Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience

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statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

12.04 Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 6.06.

12.05 Any proposed Subcontractors shall provide proof of current licensure in the related trade category for the work they will be performing. Further, all proposed Subcontractors shall be required to meet the same insurance requirements as that required for the Bidder either through an employee relationship or separate coverage. Failure to provide proof of current licensure and/or insurance will be considered a violation of contract terms and conditions and result in termination of award.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer or the Issuing Office.

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

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

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

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

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13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount [added to] *[or]* [deleted from] the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid form.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

14.03 Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9.

ARTICLE 15 - SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following data:

[A. Bid Bond (5%)]

[B. Certificates of Liability Insurance or Agency Statement]

[C. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State]

[D. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)]

[E. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a)]

[F. Non-Collusion Affidavit

[G. Valid Business/Contractor Licensing/Registration Information

[H. Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.]

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project

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title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security (when required) and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "***Sealed Proposal for Sea Meadows Drive***." A mailed Bid shall be addressed to Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347 or P.O. Box 620, Perry, Florida 32348. Bids submitted by Overnight delivery shall be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

15.03 The Taylor County Board of County Commissioners **DOES NOT ACCEPT FAXED PROPOSALS**.

15.04 Proposals that are not delivered to the place indicated in the Advertisement or Invitation to Bid prior to the date and time prescribed shall not be considered and will be returned to the responder unopened.

15.05 Incomplete Bid proposals that do not provide the required information and/or the required number of copies, may be deemed incomplete by the Board of County Commissioners and not considered during the Bid Evaluation.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 Once opened, no Bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the Bid process. Owner reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, Owner is not bound to award any contract based on the lowest quoted price. Owner, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest.

19.02 Owner, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the bid price pursuant to Taylor County ordinance No. 2003-12.

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19.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.07 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

20.02 All Proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing the coverage(s) required, listing Taylor County as an additional insured, or a sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent, who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next lowest respondent who meets all proposal specifications. Workers' Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers' Compensation Hold Harmless Agreement. Any responder who does not furnish the required insurance documents will not be considered.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

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ARTICLE 22 - SALES AND USE TAXES

22.01 Owner is exempt from Florida state sales and use taxes on all Direct Purchased materials and equipment to be incorporated in the Work. Said taxes for such items shall not be included in the Bid. Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

22.02 Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner. Contractor purchases are not eligible for this exemption and such costs shall be accounted for within the Bid.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 23 - RETAINAGE

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

ARTICLE 24 - CONTRACTS TO BE ASSIGNED

24.01 Owner as "buyer" will execute a contract with the successful Bidder as "seller" for the procurement of goods and special services for *Sea Meadows Drive* project. The materials and equipment provided for in the procurement contract are to be furnished and delivered to the Site [or other location] for installation by Contractor. The said procurement contract will be assigned by Owner to Contractor as set forth in the Agreement. Contractor will accept the assignment and assume responsibility for the "seller", who will become a Subcontractor to Contractor.

24.02 Bidders may examine the contract documents for the procurement of goods and special services for Project at the Issuing Office.

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BID FORM

Sea Meadows Drive

2010-002-ENG

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Taylor County Board of County Commissioners
Clerk of Court
1st Floor Courthouse, Suite 102
108 North Jefferson St.
Perry, Florida 32347

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____

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B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

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

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

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D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Total Lump Sum Bid Price _____ $_____
(words) (numerals)

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bidder also acknowledges that the award of this project or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the project in its entirety, the Board of County Commissioners reserves the right to award portions thereof so as to remain within available funding. Such partial award will not relieve the Bidder from complying with the full requirements of the awarded portions as more specifically detailed within these specifications.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

A. Required Bid security in the form of _____

B. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)

C. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)

D. List of Project References

E. Required Bidder Qualification Statement with Supporting Data

F. Affidavit of Non-Collusion

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ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability):_____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

Date of Authorization to do business in *FLORIDA* is _____/_____/_____.

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A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

_____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20_____.

State Contractor License No. _____. (If applicable)

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HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, _____, and after having obtained a State of Florida Workers' Compensation Certificate, a copy of which is attached hereto and marked Exhibit "A" and in Consideration of Taylor County having accepted the said Worker's Compensation exemption and Taylor County having agreed for me to proceed with the following project, to-wit:

Sea Meadows Drive
Taylor County, Florida

Sea Meadows Drive Contract: The intent of this contract is to secure all labor and equipment required for the Sea Meadows Drive project in Taylor County, Florida. This project consists of improving 0.15 miles and 0.74 miles of existing limerock graded roadway to an 18 ft. wide and 20 ft. wide, respectively, paved roadway that will include, clearing & grubbing, drainage, subgrade, base and shoulder construction, signage and pavement markings, as more fully detailed in the project plans and specifications.

1. I hereby agree to indemnify, hold harmless and defend Taylor County, Florida from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, attorney fee, settlement or judgment as a result of my being injured while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.

2. I also hereby indemnify, hold harmless and release Taylor County, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any expense as a result of any injury on said project.

3. I hereby release Taylor County from liability of whatever kind of nature as a result of any injury on the above project.

4. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

5. I hereby agree that I have relied on the legal advice of my attorney and that I fully understand this agreement and I have voluntarily executed same.

DONE AND EXECUTED this _____ day of _____, _____

WITNESS:

_____ _____

_____

STATE OF FLORIDA
COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this ____ day of _____, _____.

_____
NOTARY PUBLIC

My Commission Expires:_____

Accepted by Taylor County, Florida this ____ day of _____, _____

by_____.

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No._____

   for_____

2. This sworn statement is submitted by _____
   (Name of entity submitting sworn statement)

   Whose business address is_____

   _____and

   (if applicable) its Federal Employer Identification Number (FEIN) is_____,
   (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn

   statement:_____.)

3. My name is _____ and my relationship to the entity

   name above is_____.

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

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   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 in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or 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.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity 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 the officers, directors, executives, partners, share holders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

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

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

_____ _____
(Signature) (Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)
who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day

of _____, _____.

_____
NOTARY PUBLIC

My commission expires: _____

NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____ of
(Owner, Partner, Officer, Representative or Agent)
_____, the Bidder that has submitted the attached Bid;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By:_____
Witness Signature

_____ _____
Witness Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)
On this the _____ day of _____, _____, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary)_____ and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal. _____
Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

_____
(Name of Notary Public: Print, Stamp or type as commissioned)

____Personally known to me, or ____ Did take an oath, or

____Personal identification: ____ Did Not take an oath.

_____
Type of Identification Produced

PART 2– CONTRACT FORMS

AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Taylor County Board of County Commissioners (Owner) and

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

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

Sea Meadows Drive, Taylor County, Florida. The intent of this contract is to secure all labor and equipment required for the Sea Meadows Drive project in Taylor County, Florida. This project consists of improving 0.15 miles and 0.74 miles of existing limerock graded roadway to an 18 ft. wide and 20 ft. wide, respectively, paved roadway that will include, clearing & grubbing, drainage, subgrade, base and shoulder construction, signage and pavement markings, as more fully detailed in the project plans and specifications.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

This project is to a lump sum project, with add/deduct items as specified on the Bid Proposal.

ARTICLE 3 – ENGINEER/PROJECT ADMINISTRATION

3.01 The Project has been prepared by:

Taylor County Engineering Division
201 East Green Street
Perry, Florida 32347
Phone: 850-838-3500 Fax: 850-838-3501

3.02 The Project will be administered by:

Taylor County Engineering Division
201 East Green Street
Perry, Florida 32347

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

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ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 100 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 Correction Period/Warranty

A. The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a three-year period after the date of final acceptance.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

A. For all Work other than Unit Price Work, a Lump Sum of:

_____ ($_____)
(words) (numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

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6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 90% percent of Work completed (with the balance being retainage); and

b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90% percent of the Work completed, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with Paragraph 14.02.B.5 of the General Conditions and less Ten percent (10%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of Zero percent (0%) per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

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

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

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

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E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

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

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance and Payment bond.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings consisting of XX sheets with each sheet bearing the following general title: *Sea Meadows Drive* [or] the Drawings listed on attached sheet index.
7. Addenda (numbers _____ to _____, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages _____ to _____, inclusive).
    b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
    c. Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information..
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

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a. Notice to Proceed.

b. Work Change Directives.

c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Other Provisions

A. Venue for disputes arising from this contract shall be Taylor County, Florida.

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

This Agreement will be effective on _____, 2012 (which is the Effective Date of the Agreement).

OWNER:

Taylor County Board of County Commissioners

By: Jack R. Brown

Title: County Administrator

[COUNTY SEAL]

Attest: Annie Mae Murphy

Title: Taylor County Clerk of Court

Address for giving notices:

108 North Jefferson St., Suite 102, Perry, FL 32347

OR

P.O. Box 620, Perry, FL 32348

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

CONTRACTOR:

_____

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

License No.: _____
(Where applicable)

Agent for service or process: _____

_____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

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BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

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

OWNER (Name and Address):
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
108 NORTH JEFFERSON ST.
PERRY FL, 32347

BID
Bid Due Date: December 13, 2011

Project (Brief Description Including Location): *Sea Meadows Drive, Taylor County, Florida.* The intent of this contract is to secure all labor and equipment required for the Sea Meadows Drive project in Taylor County, Florida. This project consists of improving 0.15 miles and 0.74 miles of existing limerock graded roadway to an 18 ft. wide and 20 ft. wide, respectively, paved roadway that will include, clearing & grubbing, drainage, subgrade, base and shoulder construction, signage and pavement markings, as more fully detailed in the project plans and specifications.

BOND
Bond Number:
Date (Not later than Bid due date):
Penal Sum: _____ _____
(Words) (Figures)

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

BIDDER

_____ (Seal)
Bidder's Name and Corporate Seal

By: _____
Signature and Title

Attest: _____
Signature and Title

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2. All Bids are rejected by Owner, or

3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
108 NORTH JEFFERSON ST.
PERRY FL, 32347

CONTRACT
Date:
Amount:
Description (Name and Location): *Sea Meadows Drive, Taylor County, Florida.* The intent of this contract is to secure all labor and equipment required for the Sea Meadows Drive project in Taylor County, Florida. This project consists of improving 0.15 miles and 0.74 miles of existing limerock graded roadway to an 18 ft. wide and 20 ft. wide, respectively, paved roadway that will include, clearing & grubbing, drainage, subgrade, base and shoulder construction, signage and pavement markings, as more fully detailed in the project plans and specifications.

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is eonsidering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;

2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
108 NORTH JEFFERSON ST.
PERRY FL, 32347

CONTRACT
Date:
Amount:
Description (Name and Location): *Sea Meadows Drive, Taylor County, Florida.* The intent of this contract is to secure all labor and equipment required for the Sea Meadows Drive project in Taylor County, Florida. This project consists of improving 0.15 miles and 0.74 miles of existing limerock graded roadway to an 18 ft. wide and 20 ft. wide, respectively, paved roadway that will include, clearing & grubbing, drainage, subgrade, base and shoulder construction, signage and pavement markings, as more fully detailed in the project plans and specifications.

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):

BEFORE YOU DIG !
CALL SUNSHINE STATE ONE CALL OF FLORIDA
AT LEAST TWO FULL BUSINESS DAYS BEFORE
DIGGING OR DISTURBING EARTH

811

Know what's **below.**
Call before you dig.

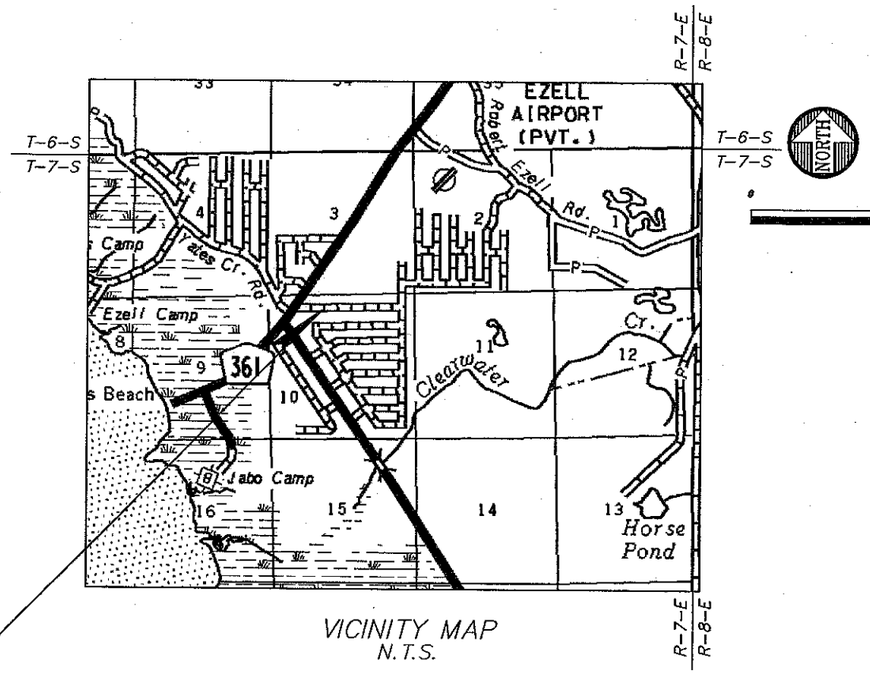
1-800-432-4770

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

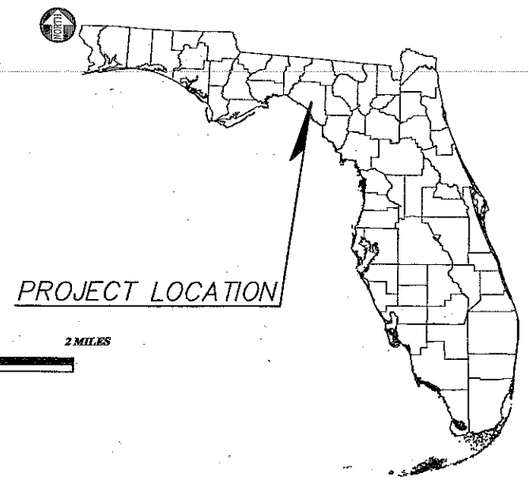
SEA MEADOWS DR CONTRACT PLANS
SECONDARY ROADS IMPROVEMENT PLAN
TAYLOR COUNTY PROJECT NO. 2010-002-ENG

PLAN INDEX

SHEET	DESCRIPTION
1	COVER SHEET AND CONTENTS OF SET
2	GENERAL NOTES
3~4	TYPICAL ROADWAY SECTION
5~6	SUMMARY OF QUANTITIES AND NOTES
7~18	ROADWAY PLAN SHEETS
19~49	CROSS SECTIONS
S-1	SIGNAGE SCHEDULE
S-2	STRIPING PLAN
TC-1	TRAFFIC CONTROL
SWPP-1	STORM WATER POLLUTION PREVENTION PLAN



VICINITY MAP
N.T.S.



LOCATION MAP
N.T.S.

LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	4,723	.89
BRIDGES	0.00	0.00
NET LENGTH OF PROJECT	4,723	.89
EXCEPTIONS	0.00	0.00
GROSS LENGTH OF PROJECT	4,723	.89

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS, LATEST EDITION; STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION; AND TAYLOR COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED BY CONTRACT DOCUMENTS.

ROADWAY SHOP DRAWINGS TO BE SUBMITTED TO:

KENNETH DUDLEY, P.E.
TAYLOR COUNTY ENGINEERING DIVISION
201 EAST GREEN STREET
PERRY, FL 32347

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

ROADWAY PLANS
ENGINEER OF RECORD: KENNETH DUDLEY
P.E. NO.: 58014

PROJECT NO. 2010-002-ENG
SHEET NO. 1
SHEET 1 OF XX
PROJECT NAME: SEA MEADOWS DR
SHEET TITLE: COVER PAGE AND CONTENTS
DATE: 10/25/2011
SCALE: NTS
DESIGNED BY: KRD
DRAWN BY: KRD
CHECKED BY: BOB
APPROVED BY: BOCC
1" VERIFY SCALE 0

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: county.engineer@taylorcountygov.com

SEAL KENNETH R. DUDLEY 58014

REVISION | DATE | PLOT DATE 10/25/2011 11:34 AM
FILE NAME 2010-002-eng-cts.dwg

GENERAL NOTES

1. ALL ROADWAY AND DRAINAGE CONSTRUCTION AND MATERIALS SHALL BE PER FDOT STANDARDS AND SPECIFICATIONS. MATERIALS SHALL MEET FDOT SPECIFICATIONS AND SHALL BE PRODUCED OR OBTAINED FROM AN FDOT APPROVED SOURCE. MATERIALS NOT COVERED UNDER THE STANDARD FDOT SPECIFICATIONS SHALL MEET THE REQUIREMENTS WITHIN THESE PLANS AND THE RESPECTIVE MANUFACTURER.

2. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED, IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE COUNTY ENGINEERING DIVISION WITHOUT DELAY. ANY SURVEY MONUMENTS REMOVED BY THE CONTRACTOR WITHOUT REFERENCE BEING ESTABLISHED, WILL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.

3. ANY EXISTING BENCHMARKS ARE TO BE REESTABLISHED BY THE CONTRACTOR'S SURVEYOR, IF DISTURBED.

4. THE CONTRACTOR SHALL UNDERCUT ALL UNSUITABLE MATERIAL ENCOUNTERED BENEATH THE PROPOSED LIMEROCK BASE COURSE TO A DEPTH OF 24" (IN) BELOW THE BOTTOM OF THE BASE AND SHALL BACKFILL WITH CLEAN SUITABLE FILL MEETING FDOT ROAD AND BRIDGE CONSTRUCTION STANDARDS AND SPECIFICATIONS AS DETERMINED NECESSARY AND DIRECTED BY THE COUNTY ENGINEERING DIVISION. SEE FDOT INDEX NO. 500 & 505.

5. ALL BORROW MATERIAL (OR EMBANKMENT) SHALL MEET THE REQUIREMENTS OF FDOT INDEX NO. 505 AND SHALL BE FURNISHED BY THE CONTRACTOR FROM AREAS PROVIDED BY THE CONTRACTOR AND APPROVED BY THE COUNTY ENGINEERING DIVISION.

6. THE CONTRACTOR SHALL STOCKPILE TOPSOIL AND CONSTRUCTION MATERIALS IN SAFE AREAS ACCEPTABLE TO THE COUNTY ENGINEERING DIVISION. NO MATERIAL IS TO BE WIND-ROWED ON THE PAVEMENT OR SHOULDERS OR WITHIN ANY ENVIRONMENTALLY SENSITIVE AREAS.

7. ONLY THE EXCAVATION FOR BASE PLACEMENT AND PIPE TRENCHES THAT CAN BE BACKFILLED BY THE END OF THE WORK DAY SHALL BE EXCAVATED. NO OPEN PIPE TRENCH OR ROADWAY EXCAVATION WILL BE ALLOWED TO REMAIN AFTER WORK ENDS FOR THE APPROVED WORK HOUR DAY.

8. IF REQUIRED BY THESE PLANS, ALL UNDAMAGED EXISTING SIGNS SHALL BE RELOCATED IN ACCORDANCE WITH FDOT INDEX NO. 17302. RELOCATION SHALL BE CONSIDERED A PART OF MAINTENANCE OF TRAFFIC. CONTRACTOR SHALL INSTALL NEW SIGNS TO REPLACE DAMAGED OR MISSING SIGNS. SEE SIGNAGE SCHEDULE. ALL DAMAGED/DISCARDED SIGNS AND POSTS SHALL BE SALVAGED TO THE COUNTY AND DELIVERED TO THE ROAD DEPARTMENT FACILITY ON US 27.

9. ALL EXISTING STREET SIGNS, MAILBOXES, ETC. SHALL BE RELOCATED IN ACCORDANCE WITH THE PROCEDURES OUTLINED IN FDOT INDEX NO. 532. RELOCATION SHALL BE CONSIDERED A PART OF MAINTENANCE OF TRAFFIC. MAILBOX RELOCATIONS SHALL BE COORDINATED THROUGH THE LOCAL POSTMASTER PRIOR TO RELOCATION.

10. THE CONTRACTOR SHALL CONSTRUCT DRIVEWAY TURNOUTS AT ALL EXISTING DRIVEWAYS PER FDOT INDEX NO. 515 AND 516. ALL CONCRETE APRONS AT THE EDGE OF THE EXISTING DRIVING LANE SHALL BE SAW-CUT AND REMOVED PRIOR TO CONSTRUCTING THE WIDENED ROADWAY OR PAVED SHOULDER. TWO FOOT MINIMUM FEATHERING WILL BE REQUIRED AT EXISTING PAVED DRIVES OR ROADWAYS. UNPAVED COUNTY ROADS ARE TO BE PAVED TO THE R/W LINE OR AS SHOWN. SEE DETAIL.

11. THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE AND LAWFULLY DISPOSE OF ALL MATERIALS NOT SALVAGED TO OWNER. EXCESS FILL MATERIAL SHALL BE UTILIZED TO THE FULLEST EXTENT POSSIBLE. REMAINING FILL SHALL BE SALVAGED TO THE COUNTY AT AN APPROVED LOCATION FOR STOCKPILING. UNDAMAGED GUARDRAIL SHALL BE SALVAGED TO THE COUNTY AND DELIVERED TO THE PUBLIC WORKS DIVISION FACILITY ON US 27.

12. ALL DISTURBED AREAS SHALL BE STABILIZED BY SODDING, SEEDING, FERTILIZING, AND MULCHING. SODDING IS REQUIRED ON ANY SLOPES STEEPER THAN 3H:1V. (SEE TYPICAL ROADWAY MODIFICATION SECTION FOR SOD LOCATIONS)

13. ALL WATER, EQUIPMENT, MATERIALS, SUPPLIES, PRIME MATERIAL, COVER MATERIAL, ETC. INCLUDING NECESSARY SURVEYING SHALL BE INCLUDED IN BID PRICE(S). OMISSIONS BY CONTRACTOR WILL NOT SERVE AS JUSTIFICATION FOR APPROVAL OF ADDITIONAL COMPENSATION.

14. CONTRACTOR IS TO PROVIDE ALL REQUIRED SUBMITTALS INCLUDING FDOT APPROVED ASPHALT DESIGN MIXES FOR REVIEW AND APPROVAL BEFORE ANY WORK IS TO COMMENCE ON PROJECT.

15. TYPE SP ASPHALTIC CONCRETE TO BE PLACED WITH A MECHANICAL SPREADER USING ELECTRONIC TRANSVERSE & LONGITUDINAL SCREED CONTROLS.

16. PAVEMENT THICKNESS TRANSITIONS ALONG THE MAINLINE ROADWAY ARE TO BE CONSTRUCTED ON A 1:600 RATIO. FURTHER, WHENEVER GRADE DIFFERENCES EXIST BETWEEN THE PROJECT AND AN INTERSECTING STREET, TURNOUT OR CROSSOVER, THE CONTRACTOR SHALL INSTALL AND MAINTAIN A 2.0 FT ASPHALT WEDGE OR MILLED TAPER TO PROVIDE A SMOOTH TRANSITION FROM THE STREET, TURNOUT, OR CROSSOVER TO THE PROJECT.

17. ALL ITEMS AS SHOWN ON THE PLANS MAY BE INCREASED, DECREASED OR OMITTED AS DIRECTED BY THE COUNTY ENGINEERING DIVISION OR THE AUTHORIZED REPRESENTATIVE.

18. ALL WELLS, CLEANOUTS, MANHOLE TOPS, PULL BOX COVERS AND OTHER UTILITY APPURTENANCES WITHIN THE PROJECT LIMITS SHALL BE PROTECTED AND ADJUSTED WHERE NECESSARY TO MATCH PROPOSED FINISH GRADES.

19. CONTRACTOR IS RESPONSIBLE FOR ANY NECESSARY UTILITY FIELD LOCATION OR RELOCATION, AS REQUIRED, AND SHALL BE COORDINATED BY THE CONTRACTOR. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. ACTUAL LOCATIONS SHALL BE FIELD VERIFIED BY CONTRACTOR.

20. CONTRACTOR SHALL EXERCISE EXTREME CARE DURING THIS PROJECT AND SHALL BE 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.

21. CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE ONE CALL OF FLORIDA, INC. (1-800-432-4770) AND UTILITY OWNERS LISTED BELOW, 48 HOURS IN ADVANCE OF BEGINNING CONSTRUCTION AT THE JOB SITE.

UTILITY OWNERS:

COMPANY:	UTILITY TYPE:	CONTACT:	TELEPHONE NUMBER:
COMCAST	CABLE TELEVISION	IRVIN JENKINS	850-574-4060
GTCOM, INC./FAIR POINT	TELEPHONE	RANDY NEWMAN	850-584-0900
MCI WORLDCOM / VERIZON	TELEPHONE	JOHN McNEAL	904-355-0187
BROADWING COMMUNICATIONS	TELEPHONE	KEVIN MEANS	352-317-6227
TRI-COUNTY ELECTRICAL COOPERATIVE	ELECTRIC	RAY WILLIAMS	850-534-2135
TAYLOR COASTAL WATER & SEWER	WATER	JIM GOODING	850-578-3043

MAINTENANCE OF TRAFFIC BY CONTRACTOR

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SAFE PASSAGE OF TRAFFIC AND PROTECTION OF HIS WORK FORCE THROUGHOUT THE PROJECT.

2. A MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED BY THE CONTRACTOR IN ACCORDANCE WITH PART SIX OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE ROADWAY AND TRAFFIC DESIGN STANDARDS. ONE TRAFFIC LANE MAY BE CLOSED DURING WORKING HOURS ONLY. CONTRACTOR IS TO CHECK AND MAINTAIN ON A DAILY BASIS ALL SIGNS, FLASHING LIGHTS, STRIPING AND OTHER ITEMS AS REQUIRED TO CONFORM WITH THE MAINTENANCE OF TRAFFIC PLAN.

3. WORK ZONE TRAFFIC CONTROL SHALL ADHERE STRICTLY TO THE REQUIREMENTS OF THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS, INDEX SERIES 600, THE MUTCD AND ANY SPECIFIC INSTRUCTIONS OF THE COUNTY ENGINEERING DIVISION. NONCOMPLIANCE WITH THESE STANDARDS WILL SERVE AS JUST CAUSE FOR STOPPING WORK AT NO EXPENSE TO OWNER.

4. THE CONTRACTOR'S PROPOSED SEQUENCE OF OPERATIONS AND SPECIFIC MAINTENANCE OF TRAFFIC PLANS SHALL BE REVIEWED BY THE COUNTY ENGINEERING DIVISION PRIOR TO THEIR IMPLEMENTATION.

5. UNLESS SPECIFICALLY AUTHORIZED BY THE COUNTY ENGINEERING DIVISION, THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES AT LEAST ONE WAY TRAFFIC WITH A MINIMUM OF A 10' (FT) WIDE LANE AND A POSTED SPEED OF NOT MORE THAN 35 MILES PER HOUR, WITH APPROPRIATE TRAFFIC CONTROL.

6. ALL ABOVE GROUND OBSTRUCTIONS WITHIN THE CLEAR ZONE = 10' (FT) OF TEMPORARY OR PERMANENT LANES SHALL BE MARKED AND PROTECTED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS OR SPECIFIC INSTRUCTIONS OF THE COUNTY ENGINEERING DIVISION. CLEAR ZONE REDUCED TO 4' (FT) BEHIND CURB IN CURBED AREAS.

7. TEMPORARY LANES SHALL BE STABILIZED AND SUITABLE FOR ALL WEATHER CONDITIONS.

EROSION & SEDIMENTATION CONTROL

THE CONTRACTOR IS RESPONSIBLE FOR EROSION/SEDIMENTATION CONTROL PRACTICES DURING CONSTRUCTION TO MINIMIZE ON-SITE EROSION/SEDIMENTATION AND TO PROTECT AGAINST DAMAGE TO OFF-SITE PROPERTY. THE FOLLOWING PRACTICES SHALL BE EMPLOYED:

1. EROSION AND SEDIMENTATION CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. AREAS OF OFF-SITE DISCHARGE DURING CONSTRUCTION SHALL BE PROTECTED WITH A SEDIMENT BARRIER PER FDOT INDEX NO. 102 TO PREVENT OFF-SITE DISCHARGE OF SEDIMENTS.

   TEMPORARY SEED AND MULCH SHOULD BE USED TO CONTROL ON-SITE EROSION WHEN IT IS NOT PRACTICAL TO ESTABLISH PERMANENT VEGETATION. PERMANENT VEGETATION SHALL BE PLACED AS EARLY AS POSSIBLE ON ALL SLOPES STEEPER THAN 5 (FT) HORIZONTAL TO 1 (FT) VERTICAL (IF APPLICABLE). SOD SHALL BE PINNED AS REQUIRED. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE MAINTAINED IN WORKING ORDER THROUGHOUT THE CONSTRUCTION PHASE. THE CONTRACTOR SHALL INSPECT AND REPAIR AS NECESSARY THE EROSION/SEDIMENTATION PROTECTION AT THE END OF EACH WORKING DAY.

   NOTE: EROSION/SEDIMENTATION CONTROL SHALL BE PLACED PRIOR TO ANY SITE EXCAVATION AND/OR FILLING AND SHALL REMAIN IN PLACE UNTIL SITE EXCAVATION IS COMPLETE AND VEGETATION ESTABLISHED.

2. ALL SLOPES STEEPER THAN 3:1 REQUIRE LAPPED OR PEGGED SOD.

3. ALL INLET STRUCTURES AND PIPES SHALL BE PROTECTED FROM SILTATION BY CONSTRUCTING INLET PROTECTION AS DEFINED IN THE FDOT STANDARDS.

4. PERMANENT VEGETATIVE STABILIZATION SHALL BE APPLIED ON FINE GRADED SITES AS SOON AS PRACTICAL. TEMPORARY SEEDING SHOULD BE EMPLOYED TO PREVENT EXPOSURE OF BARREN SOILS UNTIL PERMANENT VEGETATION CAN BE APPLIED.

5. ALL SYNTHETIC BALES, SILT FENCE AND OTHER EROSION CONTROL MEASURES SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT ONCE VEGETATION IS ESTABLISHED.

MISCELLANEOUS NOTES

1. PERFORMANCE TURF, SOD TYPE SHALL BE BERMUDA FOR THE ENTIRE PROJECT.

2. BURNING OF MATERIALS AND/OR DEBRIS AS A MEANS OF DISPOSAL IS PROHIBITED WITHIN THE LIMITS OF THE PROJECT.

3. MOWING SHALL BE PERFORMED ONE (1) TIME AS A PART OF REACHING FINAL COMPLETION FOR THE PROJECT ONCE SUBSTANTIAL COMPLETION IS APPROVED. MOWING EFFORT SHALL MEET THE REQUIREMENTS OF FDOT SPECIFICATION 104 AND 570.

4. REGRADE SIDE DITCHES TO LIMITS SHOWN OR 25 FEET MINIMUM TO PROVIDE SMOOTH TRANSITION WITH EXISTING FLOW LINES.

TESTING REQUIREMENTS

1. ALL TESTING SHALL BE PERFORMED BY A LICENSED/CERTIFIED LABORATORY. UPON SELECTION, THE LABORATORY SHALL BE APPROVED IN WRITING BY THE COUNTY PRIOR TO BEGINNING ANY ON-SITE TESTING OR MATERIAL COLLECTION.

2. COPIES OF ALL TEST RESULTS SHALL BE PROVIDED TO THE COUNTY ENGINEERING DIVISION. PASSING RESULTS WILL BE REQUIRED PRIOR TO BEGINNING THE NEXT PHASE OF CONSTRUCTION.

3. THE COUNTY ENGINEERING DIVISION SHALL BE NOTIFIED NO LESS THAN 24 HOURS IN ADVANCE FOR SCHEDULING INSPECTION OF PERTINENT STAGES OF CONSTRUCTION INCLUDING SUBGRADE PREPARATION, LIMEROCK PLACEMENT, PRIME AND TACK COATS, ASPHALT PLACEMENT, CULVERT INSTALLATIONS AND OTHERS AS REQUIRED FOR APPROVAL.

4. PERFORM COMPACTION TESTING FOR STABILIZED SUBGRADE AND FILL THE FULL DEPTH AT A FREQUENCY OF ONE TEST PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. COMPACTION SHALL ACHIEVE 98.0% OF MODIFIED PROCTOR DENSITY (AASHTO T 180).

5. PERFORM LBR TESTING FOR STABILIZED SUBGRADE AT A FREQUENCY OF FOUR TESTS PER LIFT PER ROADWAY MILE, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. LIMEROCK BEARING RATIO VALUE SHALL EQUAL OR EXCEED 40.

6. FOR WIDENING ONLY, PERFORM LBR TESTING FOR STABILIZED SUBGRADE AT A FREQUENCY OF ONE TEST PER LIFT PER ROADWAY MILE PER SIDE, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER.

7. FOR WIDENING ONLY, PERFORM LBR TESTING FOR LIMEROCK BASE COURSE AT A FREQUENCY OF ONE TEST PER LIFT PER ROADWAY MILE PER SIDE, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER.

8. PERFORM COMPACTION TESTING FOR BASE COURSE THE FULL DEPTH AT A FREQUENCY OF ONE TEST PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. COMPACTION SHALL ACHIEVE 98.0% OF MODIFIED PROCTOR DENSITY (AASHTO T 180).

9. IN-PLACE THICKNESS OF EACH COURSE OF A BASE COURSE SHALL BE DETERMINED USING 3" CORES AT A FREQUENCY OF ONE TEST PER LIFT PER 200 FOOT SECTION, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER.

10. ASPHALT CONCRETE MIXES SHALL BE A CURRENT FDOT APPROVED DESIGN OF THE MATERIAL ACTUALLY USED. SAMPLES OF MATERIALS DELIVERED TO THE SITE SHALL BE TESTED IN ACCORDANCE WITH FDOT REQUIREMENTS TO VERIFY THAT AGGREGATE GRADATION AND ASPHALT CONTENT MEETS APPROVED DESIGN CRITERIA.

11. SURFACE SMOOTHNESS AND IN-PLACE DENSITY OF EACH COURSE OF ASPHALT CONCRETE SHALL BE DETERMINED IN ACCORDANCE WITH CURRENT FDOT STANDARD SPECIFICATIONS. FIELD DENSITIES, CORING LOCATIONS AND PLANT SAMPLING SHALL BE CONDUCTED AND OBTAINED ACCORDING TO THE RANDOM NUMBER TABLES PROVIDED BY THE COUNTY. A MINIMUM OF THREE DENSITY TESTS PER ROADWAY SEGMENT PER DAY AND TESTING OF ONE PLANT SAMPLE PER DAY WILL BE REQUIRED.

12. CONTRACTOR PROCESS CONTROL TESTS SHALL BE REQUIRED FOR PROJECTS LESS THAN 2,000 TONS OF HOT MIX ASPHALT.

13. PERFORM COMPACTION TESTING FOR CULVERTS AND CULVERT EXTENSIONS AS DESCRIBED IN SECTION 125, FDOT SPECIFICATIONS, LATEST EDITION. A MINIMUM OF ONE TEST ON EACH SIDE OF THE CULVERT PER LIFT IS REQUIRED FOR THE BEDDING AND COVER ZONE. A MINIMUM OF ONE TEST PER LIFT IS REQUIRED IN THE TOP ZONE. PERFORM ADDITIONAL TESTING AS DIRECTED BY THE AUTHORIZED REPRESENTATIVE.

SIGNAGE AND PAVEMENT MARKING

1. THE EXISTING SIGNAGE INVENTORY REFLECTS DATA COLLECTED DURING PLANS PREPARATION AND IT IS POSSIBLE THAT ADDITIONAL SIGNS MAY BE PRESENT AT THE TIME OF CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE THE DISPOSITION OF SUCH SIGNS WITH THE PROJECT ENGINEER.

2. SIGNAGE AND PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THESE PLANS, FDOT DESIGN STANDARDS, AND THE MUTCD, LATEST EDITIONS.

3. FDOT DESIGN STANDARDS INDEX NO. 17302 NOTE NO. 5 IS MODIFIED TO READ: ALL SIGNS SHALL HAVE A MINIMUM HEIGHT OF 7 FEETAS MEASURED FROM THE BOTTOM OF THE SIGN PANEL TO A HORIZONTAL LINE EXTENDED FROM THE EDGE OF THE TRAVEL LANEOR SIDEWALK, WHICHEVER IS HIGHER. THIS INCLUDES RURAL SECTIONS AND SECONDARY SIGN PANELS.

4. ALL PAVEMENT MARKINGS SHALL MEET THE CRITERIA OF SECTION 710 "PAINTING TRAFFIC STRIPES" AND SECTION 711 "THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS" OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BRIDGE CONSTRUCTION, LATEST EDITION.

5. MARKINGS SHALL BE AS PER FDOT INDEX NO. 17346 AND THESE PLANS.

6. RETRO-REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED AS PER FDOT INDEX NO. 17352 AND THESE PLANS.

7. SIGN BRACKETS, SOIL PLATES, COLUMNS, AND FOUNDATIONS SHALL COMPLY/BE SELECTED USING LATEST EDITION OF FDOT INDEX NO. 11860, 11862, AND 11865, RESPECTIVELY.

8. SIGNAGE DESIGNATED TO BE REUSED AND RELOCATED SHALL INCLUDE FURNISHING NEW BRACKETS, SOIL PLATES, COLUMNS, AND FOUNDATION. RELOCATION TO INCLUDE COST OF NEW SIGN POST, FOUNDATION AND BRACKET, IF REQUIRED, TO COMPLY WITH FDOT INDEX 11860.

9. ALL D3 STRET NAME SIGNS NOTED AS "PRIVATE" SHALL HAVE BLUE BACKGROUND AS COMPARED TO GREEN BACKGROUND FOR PUBLIC SIGNS.

10. SIGNS SHALL MEET MUTCD "CONVENTIONAL ROAD" SIGN SIZES UNLESS NOTED OTHERWISE. D-3 GUIDE SIGNAGE SHALL BE NO LESS THAN 8" HIGH WITH 6" UPPERCASE AND 4" LOWERCASE LETTERING AND BORDER.

11. CONTRACTOR SHALL PROVIDE THE COUNTY ENGINEERING DIVISION AND THE PROJECT ENGINEER SHOP DRAWINGS OF CUSTOM, DIRECTIONAL AND D-SERIES SIGNAGE FOR WRITTEN APPROVAL NO LESS THAN TWO (2) DAYS PRIOR TO DATE OF FABRICATION.

12. REMOVAL AND ASSEMBLY INCLUDES ALL SUPPLEMENTAL PANELS.

GOVERNING SPECIFICATIONS

1. ASPHALT: SECTION 330 AND 334 OF FDOT SPECIFICATIONS, LATEST EDITION
2. MILLING: SECTION 327 OF FDOT SPECIFICATIONS, LATEST EDITION
3. BASE: SECTION 200 ~ 290 OF FDOT SPECIFICATIONS, LATEST EDITION
4. SUBGRADE: SECTION 160 OF FDOT SPECIFICATIONS, LATEST EDITION
5. GRASSING: SECTION 570 OF FDOT SPECIFICATIONS, LATEST EDITION
6. SODDING: SECTION 570 OF FDOT SPECIFICATIONS, LATEST EDITION
7. STRIPES & MARKINGS: SECTION 710 & 711 OF FDOT SPECIFICATIONS, LATEST EDITION
8. RETROFLECTIVE PAVEMENT MARKERS - SECTION 706 AND 970 OF FDOT SPECIFICATIONS, LATEST EDITION
9. SIGNAGE: SEE FDOT INDEX 11860, 11862, 11865, 17302, 17344, 17346, 17352, AND 17359
10. GUARDRAIL: SECTION 536, FDOT SPECIFICATIONS AND FDOT INDEX 400
11. RAILROAD CROSSINGS. FDOT INDEX 560
12. MAINTENANCE OF TRAFFIC - SEE FDOT INDEX 600 SERIES, MUTCD
13. CULVERTS: FDOT INDEX 272 AND 273 - MITERED END SECTIONS
    FDOT INDEX 280 - MISCELLANEOUS DRAINAGE DETAILS
    FDOT INDEX 281 - DITCH PAVEMENT AND SODDING

DRAWING LEGEND

- FOUND IRON ROD
- FOUND IRON PIPE
- PHONE PEDESTAL
- WATER METER AND BOX
- EXISTING GAS (OR WATER) VALVE AND BOX
- EXISTING STORMWATER MANHOLE
- EXISTING HYDRANT
- ELECTRIC POWER POLE
- ROADWAY SIGN
- E — OVERHEAD ELECTRIC LINE
- TRAVERSE POINT (PK NAIL AND CAP)
- x — EXISTING FENCE
- TEMPORARY BENCHMARK (ELEV = X.XX')

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
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E-MAIL: county.engineer@taylorcountygov.com

PROJECT NO. 2010-002-ENG
SHEET NO. 2
SHEET 2 OF XX

PROJECT NAME: SEA MEADOWS DR
SHEET TITLE: GENERAL NOTES
SCALE: NTS
DATE: 10/25/2011

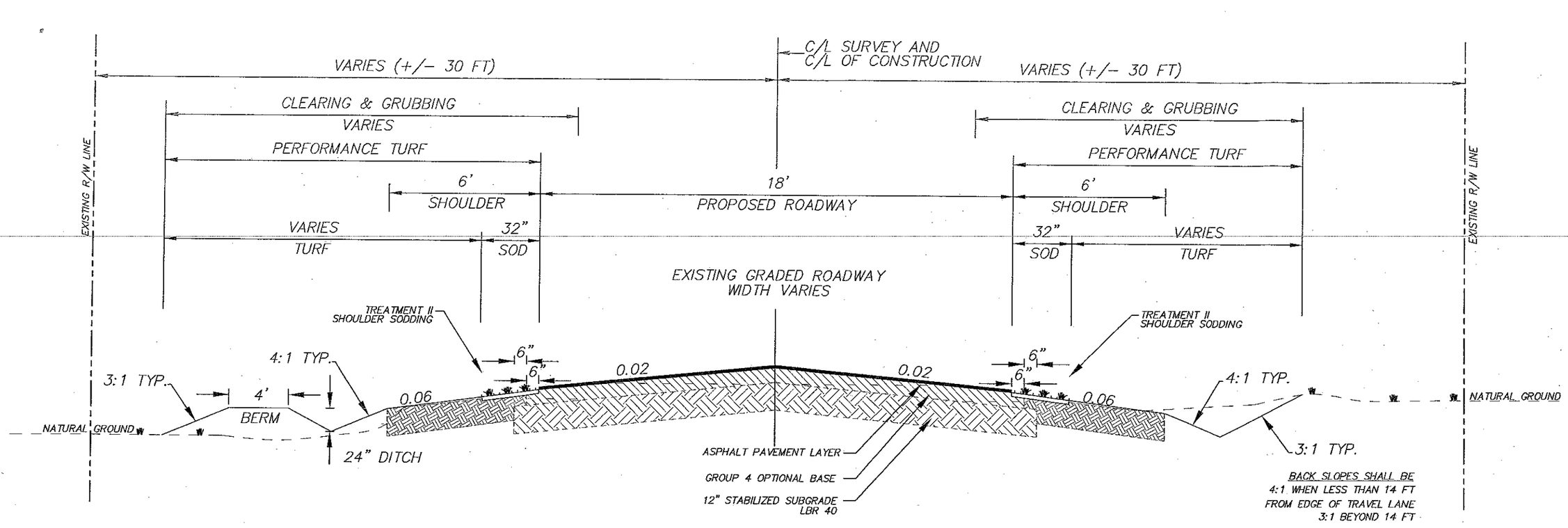
DESIGNED BY: KRD
DRAWN BY: KRD
CHECKED BY: BOB
APPROVED BY: BOCC

1" 0 VERIFY SCALE

SEAL
KENNETH R. DUDLEY
58014

DATE	REVISION

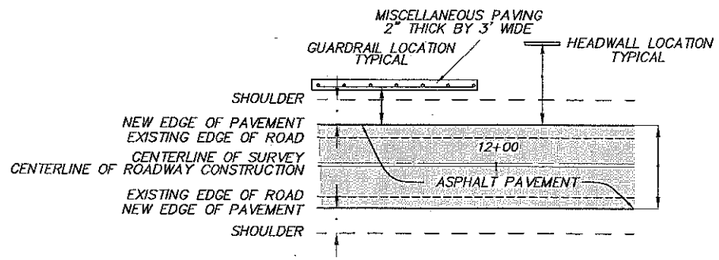
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SEA MEADOWS DR (10+09~18+14.08)
TYPICAL ROADWAY SECTION

NTS

OPTIONAL BASE GROUP 4 WITH
TYPE SP9.5 STRUCTURAL/SURFACE COURSE (1.50" AVG/SY)



TYPICAL ROADWAY DETAIL

NTS

TYPICAL SECTION NOTES

1. SUPERPAVE ASPHALTIC CONCRETE SHALL BE PLACED WITH A MECHANICAL SPREADER EQUIPPED AND USING ELECTRONIC TRANSVERSE AND AUTOMATIC LONGITUDNAL SCREED CONTROLS.
2. COMPACTION OF STRUCTURAL COURSE & SURFACE COURSE SHALL BE DONE BY STATIC METHOD. NO VIBRATORY METHODS ARE PERMITTED.
3. THIS SECTION OF ROADWAY SHALL UTILZE AN ASPHALT DESIGN MIX SUITABLE FOR TRAFFIC LEVEL "B" OR "C".
4. MIX AND GRADE (INCLUDING CUT, HAUL, AND FILL IF NEEDED) EXISTING LIMEROCK TO ESTABLISH PROPOSED PROFILE AND CROSS-SECTIONS FOR STABILIZED SUBGRADE.
5. REMOVE OR RELOCATE ALL OBSTRUCTIONS WITHIN THE ROADWAY CLEARZONE AS NECESSARY.

TRAFFIC DATA

CURRENT YEAR ESTIMATE = 2011 AADT = X,XXX
OPENING YEAR ESTIMATE = 2012 AADT = X,XXX
DESIGN YEAR ESTIMATE = 2032 AADT = X,XXX
FDOT TRAFFIC LEVEL = B
K = N/A D = 50% T = 20%
DESIGN HOUR T = N/A
DESIGN SPEED = 20 MPH

CONSTRUCTION SEQUENCE

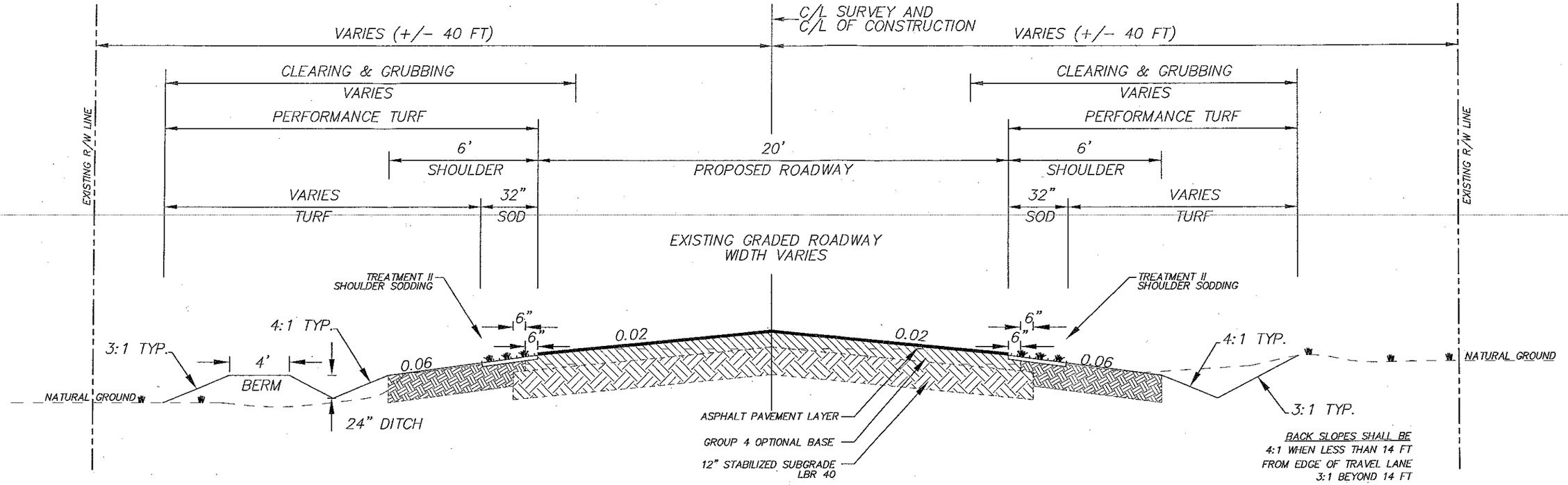
1. SUBMIT MOT PLAN. INSTALL AND MAINTAIN MOT DAILY IN ACCORDANCE WITH APPROVED PLAN.
2. CONSTRUCT ALL REQUIRED EROSION CONTROL MEASURES. PROTECT ALL WATERCOURSES, WETLANDS AND PREVENT ALL OFF-SITE DISCHARGE.
3. CONSTRUCT DRAINAGE IMPROVEMENTS (SWALES, RETENTION AREAS, DITCH PAVING, ENDWALLS, CULVERTS, ETC.)
4. CONSTRUCT STABILIZED SUBGRADE AND SHOULDER AREAS PER PLAN PROFILE AND CROSS-SECTIONS.
5. CONSTRUCT PRIMED LIMEROCK BASE COURSE. BASE TO BE PROTECTED USING SAND COVER OR SCREENINGS.
6. CONSTRUCT NEW ASPHALTIC CONCRETE STRUCTURAL COURSE OVER FULL ROADWAY.
7. CONSTRUCT NEW ASPHALTIC CONCRETE SURFACE COURSE (IF REQ'D).
8. PLACE SOD AT ROADWAY, STEEP SLOPES AND DRAINAGE STRUCTURES. SEED AND MULCH OTHER DISTURBED AREAS.
9. STRIPE, PLACE RPMS (IF REQUIRED), AND SIGN AS REQUIRED BY THESE PLANS, FDOT AND MUTCD SPECIFICATIONS.

PROJECT NAME: SEA MEADOWS DR | PROJECT NO.: 2010-002-ENG
SHEET TITLE: TYPICAL SECTIONS | SHEET NO.: 3 | SHEET 3 OF XX
DESIGNED BY: KRD | DRAWN BY: KRD | CHECKED BY: BOB | APPROVED BY: BOCC
DATE: 10/25/2011 | SCALE: NTS
1" 0 VERIFY SCALE

TAYLOR COUNTY ENGINEERING DIVISION
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SEAL KENNETH R. DUDLEY 58014

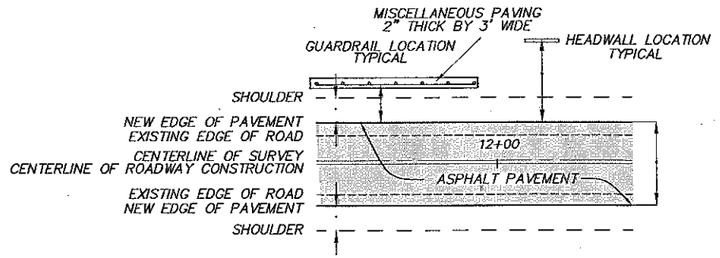
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SEA MEADOWS DR (18+69.32-57+86.83)
TYPICAL ROADWAY SECTION

NTS

OPTIONAL BASE GROUP 4 WITH
TYPE SP9.5 STRUCTURAL/SURFACE COURSE (2.00" AVG/SY)



TYPICAL ROADWAY DETAIL

NTS

TYPICAL SECTION NOTES

1. SUPERPAVE ASPHALTIC CONCRETE SHALL BE PLACED WITH A MECHANICAL SPREADER EQUIPPED AND USING ELECTRONIC TRANSVERSE AND AUTOMATIC LONGITUDNAL SCREED CONTROLS.
2. COMPACTION OF STRUCTURAL COURSE & SURFACE COURSE SHALL BE DONE BY STATIC METHOD. NO VIBRATORY METHODS ARE PERMITTED.
3. THIS SECTION OF ROADWAY SHALL UTILZE AN ASPHALT DESIGN MIX SUITABLE FOR TRAFFIC LEVEL "B" OR "C".
4. MIX AND GRADE (INCLUDING CUT, HAUL, AND FILL IF NEEDED) EXISTING LIMEROCK TO ESTABLISH PROPOSED PROFILE AND CROSS-SECTIONS FOR STABILIZED SUBGRADE.
5. REMOVE OR RELOCATE ALL OBSTRUCTIONS WITHIN THE ROADWAY CLEARZONE AS NECESSARY.

TRAFFIC DATA

CURRENT YEAR ESTIMATE = 2011 AADT = X,XXX
OPENING YEAR ESTIMATE = 2012 AADT = X,XXX
DESIGN YEAR ESTIMATE = 2032 AADT = X,XXX
FDOT TRAFFIC LEVEL = B
K = N/A D = 50% T = 20%
DESIGN HOUR T = N/A
DESIGN SPEED = 30 MPH

CONSTRUCTION SEQUENCE

1. SUBMIT MOT PLAN. INSTALL AND MAINTAIN MOT DAILY IN ACCORDANCE WITH APPROVED PLAN.
2. CONSTRUCT ALL REQUIRED EROSION CONTROL MEASURES. PROTECT ALL WATERCOURSES, WETLANDS AND PREVENT ALL OFF-SITE DISCHARGE.
3. CONSTRUCT DRAINAGE IMPROVEMENTS (SWALES, RETENTION AREAS, DITCH PAVING, ENDWALLS, CULVERTS, ETC.)
4. CONSTRUCT STABILIZED SUBGRADE AND SHOULDER AREAS PER PLAN PROFILE AND CROSS-SECTIONS.
5. CONSTRUCT PRIMED LIMEROCK BASE COURSE. BASE TO BE PROTECTED USING SAND COVER OR SCREENINGS.
6. CONSTRUCT NEW ASPHALTIC CONCRETE STRUCTURAL COURSE OVER FULL ROADWAY.
7. CONSTRUCT NEW ASPHALTIC CONCRETE SURFACE COURSE (IF REQ'D).
8. PLACE SOD AT ROADWAY, STEEP SLOPES AND DRAINAGE STRUCTURES. SEED AND MULCH OTHER DISTURBED AREAS.
9. STRIPE, PLACE RPMS (IF REQUIRED), AND SIGN AS REQUIRED BY THESE PLANS, FDOT AND MUTCD SPECIFICATIONS.

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: county.engineer@taylorcountygov.com

SEAL
KENNETH R. DUDLEY
58014

PROJECT NO.	2010-002-ENG
SHEET NO.	4
PROJECT NAME	SEA MEADOWS DR
SHEET TITLE	TYPICAL SECTIONS
SCALE	NTS
DATE	10/25/2011
DESIGNED BY	KRD
DRAWN BY	KRD
CHECKED BY	BOB
APPROVED BY	BOCC
SHEET	4 OF XX

1" 0 VERIFY SCALE

REVISION | DATE

PLOT DATE 10/25/2011 11:34 AM
FILE NAME 2010-002-eng-cfc.dwg

(22)

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT 1

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **First United Methodist Church**, the LICENSOR, whose address is **P O Box 487, Perry, Florida 32348**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE. The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

First United Methodist Church

2. TERM/USE OF PREMISES. The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 31, 2012
PRIMARY ELECTION – AUGUST 14, 2012
GENERAL ELECTION – NOVEMBER 6, 2012

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT. For the license granted by this Agreement, the LICENSEE will pay the LICENSOR $ **in kind** for each election the premises are used. No payrnent shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES. LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES. The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS. During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

By: _____
Signature

_____
(Print or type name here)
Title: _____

Date: _____

WITNESS:

_____

_____

LICENSEE:

By: _____
Chairman, Board of County Comm.

Date: _____

ATTEST:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT **2**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **Taylor County District School Board – Taylor Technical Institute,** the LICENSOR, whose address is **318 N. Clark Street, Perry, Florida 32347**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE. The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Taylor Technical Institute
Commons Area

2. TERM/USE OF PREMISES. The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 31, 2012
PRIMARY ELECTION – AUGUST 14, 2012
GENERAL ELECTION – NOVEMBER 6, 2012

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day.

3. PAYMENT. For the license granted by this Agreement, the LICENSEE will pay the LICENSOR $ **in kind** for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES. LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES. The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS. During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

By: _____
Signature

_____
(Print or type name here)
Title: _____

Date: _____

WITNESS:

_____

_____

LICENSEE:

By: _____
Chairman, Board of County Comm.

Date: _____

ATTEST:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT **3**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **Blue Creek Baptist Church**, the LICENSOR, whose address is **21070 Beach Rd, Perry, Florida 32348**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE. The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Blue Creek Baptist Church, Church Fellowship Hall

2. TERM/USE OF PREMISES. The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 31, 2012
PRIMARY ELECTION – AUGUST 14, 2012
GENERAL ELECTION – NOVEMBER 6, 2012

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day.

3. PAYMENT. For the license granted by this Agreement, the LICENSEE will pay the LICENSOR $ **in kind** for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES. LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES. The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS. During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

By: _____
Signature

_____
(Print or type name here)
Title: _____

Date: _____

WITNESS:

_____

_____

LICENSEE:

By: _____
Chairman, Board of County Comm.

Date: _____

ATTEST:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

6. INDEMNITY/HOLD HARMLESS. During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

By: _____
Signature

_____
(Print or type name here)
Title: _____

Date: _____

WITNESS:

_____

_____

LICENSEE:

By: _____
Chairman, Board of County Comm.

Date: _____

ATTEST:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT **5**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **Taylor County – Steinhatchee Project Board**, the LICENSOR, whose address is **P O Box 183, Steinhatchee, Florida 32359**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE. The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Steinhatchee Community Center

2. TERM/USE OF PREMISES. The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 31, 2012
PRIMARY ELECTION – AUGUST 14, 2012
GENERAL ELECTION – NOVEMBER 6, 2012

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day.

3. PAYMENT. For the license granted by this Agreement, the LICENSEE will pay the LICENSOR $ **in kind** for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES. LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES. The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS. During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

By: _____
Signature

_____
(Print or type name here)
Title: _____

Date: _____

WITNESS:

_____

_____

LICENSEE:

By: _____
Chairman, Board of County Comm.

Date: _____

ATTEST:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT **6**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **Taylor County District School Board – Shady Grove Adult Literacy Center**, the LICENSOR, whose address is **318 N Clark, Perry, Florida 32347**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE. The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Shady Grove Adult Literacy Center

2. TERM/USE OF PREMISES. The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 31, 2012
PRIMARY ELECTION – AUGUST 14, 2012
GENERAL ELECTION – NOVEMBER 6, 2012

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day.

3. PAYMENT. For the license granted by this Agreement, the LICENSEE will pay the LICENSOR $ **in kind** for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES. LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES. The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS. During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

By: _____
Signature

_____
(Print or type name here)
Title: _____

Date: _____

WITNESS:

_____

_____

LICENSEE:

By: _____
Chairman, Board of County Comm.

Date: _____

ATTEST:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT **7**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **Taylor County – Johnson Stripling Rd Voting House**, the LICENSOR, whose address is **P O Box 620, Perry, Florida 32348**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE. The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Johnson Stripling Road Voting House

2. TERM/USE OF PREMISES. The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 31, 2012
PRIMARY ELECTION – AUGUST 14, 2012
GENERAL ELECTION – NOVEMBER 6, 2012

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day.

3. PAYMENT. For the license granted by this Agreement, the LICENSEE will pay the LICENSOR $ **in kind** for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES. LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES. The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS. During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

By: _____
Signature

_____
(Print or type name here)
Title: _____

Date: _____

WITNESS:

_____

_____

LICENSEE:

By: _____
Chairman, Board of County Comm.

Date: _____

ATTEST:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT **8**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **UNITED STEEL WORKERS UNION, LOCAL 1192**, the LICENSOR, whose address is **Old Dixie Hwy, Perry, Florida 32348**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE. The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

United Steel Workers Union, Local 1192
formally known as PACE Workers Union

2. TERM/USE OF PREMISES. The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 31, 2012
PRIMARY ELECTION – AUGUST 14, 2012
GENERAL ELECTION – NOVEMBER 6, 2012

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day.

3. PAYMENT. For the license granted by this Agreement, the LICENSEE will pay the LICENSOR $ **in kind** for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES. LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES. The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS. During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

By: _____
Signature

_____
(Print or type name here)
Title: _____

Date: _____

WITNESS:

_____

_____

LICENSEE:

By: _____
Chairman, Board of County Comm.

Date: _____

ATTEST:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT **9**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **Taylor County – Forest Capitol Armory**, the LICENSOR, whose address is **203 Forest Park Drive, Perry, Florida 32348**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE. The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Forest Capitol Armory – Educational Room

2. TERM/USE OF PREMISES. The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 31, 2012
PRIMARY ELECTION – AUGUST 14, 2012
GENERAL ELECTION – NOVEMBER 6, 2012

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day.

3. PAYMENT. For the license granted by this Agreement, the LICENSEE will pay the LICENSOR $ **in kind** for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES. LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES. The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT **4**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **Salem Baptist Church**, the LICENSOR, whose address is **P O Box 167, Salem, Florida 32356**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE. The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Salem Baptist Church

2. TERM/USE OF PREMISES. The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 31, 2012
PRIMARY ELECTION – AUGUST 14, 2012
GENERAL ELECTION – NOVEMBER 6, 2012

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day.

3. PAYMENT. For the license granted by this Agreement, the LICENSEE will pay the LICENSOR $ **in kind** for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES. LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES. The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS. During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

By: _____
Signature

_____
(Print or type name here)
Title: _____

Date: _____

WITNESS:

_____

_____

LICENSEE:

By: _____
Chairman, Board of County Comm.

Date: _____

ATTEST:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT **10**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **Lakeside Baptist Church**, the LICENSOR, whose address is **3111 Hwy 27 E, Perry, Florida 32348**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE. The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Lakeside Baptist Church – Fellowship Hall

2. TERM/USE OF PREMISES. The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 31, 2012
PRIMARY ELECTION – AUGUST 14, 2012
GENERAL ELECTION – NOVEMBER 6, 2012

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day.

3. PAYMENT. For the license granted by this Agreement, the LICENSEE will pay the LICENSOR $ **in kind** for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES. LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES. The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS. During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

By: _____
Signature

_____
(Print or type name here)
Title: _____

Date: _____

WITNESS:

_____

_____

LICENSEE:

By: _____
Chairman, Board of County Comm.

Date: _____

ATTEST:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT **11**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **Taylor County – Kelly Grade Voting House**, the LICENSOR, whose address is **P O Box 620, Perry, Florida 32348**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE. The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Kelly Grade Voting House

2. TERM/USE OF PREMISES. The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 31, 2012
PRIMARY ELECTION – AUGUST 14, 2012
GENERAL ELECTION – NOVEMBER 6, 2012

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day.

3. PAYMENT. For the license granted by this Agreement, the LICENSEE will pay the LICENSOR $ **in kind** for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES. LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES. The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS. During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

By: _____
Signature

_____
(Print or type name here)
Title: _____

Date: _____

WITNESS:

_____

_____

LICENSEE:

By: _____
Chairman, Board of County Comm.

Date: _____

ATTEST:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT **12**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **Perry Shrine Club**, the LICENSOR, whose address is **P O Box 1076, Perry, Florida 32348**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE. The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Perry Shrine Club Building

2. TERM/USE OF PREMISES. The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 31, 2012
PRIMARY ELECTION – AUGUST 14, 2012
GENERAL ELECTION – NOVEMBER 6, 2012

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day.

3. PAYMENT. For the license granted by this Agreement, the LICENSEE will pay the LICENSOR $ **125.00** for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES. LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES. The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS. During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

By: _____
Signature

_____
(Print or type name here)
Title: _____

Date: _____

WITNESS:

_____

_____

LICENSEE:

By: _____
Chairman, Board of County Comm.

Date: _____

ATTEST:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT **13**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **Taylor County – Leadership Council**, the LICENSOR, whose address is **P O Box 1915, Perry, Florida 32348**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE. The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Jerkins Building – Conference Room

2. TERM/USE OF PREMISES. The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 31, 2012
PRIMARY ELECTION – AUGUST 14, 2012
GENERAL ELECTION – NOVEMBER 6, 2012

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day.

3. PAYMENT. For the license granted by this Agreement, the LICENSEE will pay the LICENSOR $ **in kind** for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES. LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES. The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS. During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

By: _____
Signature

_____
(Print or type name here)
Title: _____

Date: _____

WITNESS:

_____

_____

LICENSEE:

By: _____
Chairman, Board of County Comm.

Date: _____

ATTEST:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT **14**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **Taylor County – Driver License Office - Old Highway Patrol Building**, the LICENSOR, whose address is **P O Box 620, Perry, Florida 32348**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE. The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Driver License Office formally known as Florida Highway Patrol Station

2. TERM/USE OF PREMISES. The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 31, 2012
PRIMARY ELECTION – AUGUST 14, 2012
GENERAL ELECTION – NOVEMBER 6, 2012

The premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day.

3. PAYMENT. For the license granted by this Agreement, the LICENSEE will pay the LICENSOR $ **in kind** for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES. LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES. The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS. During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

By: _____
Signature

_____
(Print or type name here)
Title: _____

Date: _____

WITNESS:

_____

_____

LICENSEE:

By: _____
Chairman, Board of County Comm.

Date: _____

ATTEST:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

(23)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	RICK BRIER, TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA), TO APPEAR TO REQUEST AUTHORIZATION OF PAYMENT OF $51,750 FROM ED FUNDS FOR BUCKEYE PROJECT ENERGY INDEPENENCE
MEETING DATE REQUESTED:	11/1/11

Statement of Issue:

Recommended Action: TCDA BOARD RECOMMENDS APPROVAL.

Fiscal Impact: $51,750

Budgeted Expense: (Y)N

Submitted By: RICK BRIER

Contact: 584-5827

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

Taylor County Development Authority
Budget
October 2011 through September 2012

Ordinary Income/Expense			
Operations Income			
Cash Carry Forward	$	30,000.00	$ 30,000.00
County Operations Contribution	$	69,665.00	$ 69,665.00
County Contribution	$	30,000.00	$ 30,000.00
Interest			
Property Management Income			
Rental Income	$	15,600.00	
Sales & Use Tax	$	1,092.00	
Total Property Management Income	$	16,692.00	$ 16,692.00
Reimbursed Expenses			
TCDA Savings Transfer	$	51,750.00	$ 51,750.00
Total Operations Income	$	198,107.00	$ 198,107.00
Project Income			
Buckeye Matching Grant	$	51,750.00	
Total Project Income	$	51,750.00	$ 51,750.00
Total Income	$	249,857.00	$ 249,857.00
Expense			
Balance adjustment			
Bank Service Charges	$	250.00	$ 250.00
Board expense	$	900.00	$ 900.00
Company Personal Services			
Retirement Expense	$	7,592.00	
Unemployment Compensation	$	480.00	
Total Company Personal Services	$	8,072.00	$ 8,072.00
Contingency	$	5,285.00	$ 5,285.00
Insurance			
Liability Insurance	$	4,100.00	
Property insurance	$	1,500.00	
Workers Comp ins.	$	400.00	
Total Insurance	$	6,000.00	$ 6,000.00
Operating Expenditures			
Communication Services			
Telephone and cell service	$	3,900.00	

Taylor County Development Authority
Budget
October 2011 through September 2012

Website	$	3,013.00	
Total Communication Services	$	6,913.00	$ 6,913.00
Computer			
Hardware	$	1,800.00	
Software	$	500.00	
Supplies	$	1,900.00	
Total Computer	$	4,200.00	$ 4,200.00
Marketing and Promotions			
Marketing, Promotions	$	7,500.00	
Registration Fees			
Total Marketing and Promotions	$	7,500.00	$ 7,500.00
Membership and Dues			
CDFA Membership	$	400.00	
FEDC Membership	$	400.00	
IEDC membership	$	800.00	
NFEDP Membership	$	1,160.00	
Special District Fee	$	175.00	
Synchronist Blane Canada	$	600.00	
Membership and Dues - Other	$	500.00	
Total Membership and Dues	$	4,035.00	$ 4,035.00
Office Supplies			
Appreciation/Condolences	$	200.00	
Office Furniture	$	800.00	
Supplies	$	1,480.00	
Office Supplies - Other			
Total Office Supplies	$	2,480.00	$ 2,480.00
Postage and Delivery			
FedEx Account	$	180.00	
Postage and Delivery - Other	$	400.00	
Total Postage and Delivery	$	580.00	$ 580.00
Printing and Reproduction	$	750.00	$ 750.00
Publications/Advertising			
Subscriptions	$	500.00	
Total Publications/Advertising	$	500.00	$ 500.00
Staff			
Education	$	4,000.00	
Lodging	$	1,500.00	

Taylor County Development Authority
Budget
October 2011 through September 2012

Meals	$	1,000.00	
Mileage	$	3,000.00	
Travel	$	2,500.00	
Total Staff	$	12,000.00	$ 12,000.00
Utilities			
Gas and Electric	$	1,300.00	
Water	$	900.00	
Total Utilities	$	2,200.00	$ 2,200.00
Total Operating Expenditures	$	41,158.00	
Payroll Expenses			
Company FICA	$	6,500.00	
Company Medicare	$	1,550.00	
Employee Salary (net)	$	24,000.00	
Payroll Expenses - Other	$	80,000.00	
Total Payroll Expenses	$	112,050.00	$ 112,050.00
Professional Fees			
Accounting	$	4,000.00	
Consulting	$	3,000.00	
Legal Fees	$	3,000.00	
Total Professional Fees	$	10,000.00	$ 10,000.00
Projects			
Carlton Cemetery Road site	$	3,000.00	
Strategic ED Plan			
Committee initiatives	$	1,500.00	
Strategic ED Plan - Other	$	1,500.00	
Total Strategic ED Plan	$	3,000.00	
Strike Yachts	$	4,000.00	
Total Projects	$	10,000.00	$ 10,000.00
Property Management			
Building Repairs	$	900.00	
Maintenance, Bldg & Grounds	$	1,500.00	
Sales Tax	$	1,092.00	
Signs	$	900.00	
Total Property Management	$	4,392.00	$ 4,392.00

Taylor County Development Authority
Budget
October 2011 through September 2012

Uncategorized Expenses		
Year Opening Transactions		
Total Operating Expense	$ 198,107.00	$ 198,107.00
Project Expense		
Buckeye Matching Grant	$ 51,750.00	
	$ 51,750.00	$ 51,750.00
Total Expense	$ 249,857.00	$ 249,857.00
Net Ordinary Income	$ -	

TAYLOR
COUNTY
DEVELOPMENT
AUTHORITY

TCDA Memo

To: County Commissioners

From: Rick Breer

CC: County Attorney, County Administrator

Date: October 12, 2010

Re: Project Energy Independence community match for 2011

The TCDA Board of Directors, at their last Board meeting in September, voted to approach the Board of County Commissioners (BOCC) with the recommendation for the BOCC to authorize payment of the Buckeye Project Energy Independence 2011 community match payment of $51,750 from economic development account # 59914. This payment is due in March, 2012. If authorized, the encumbered $51,750 in the TCDA's 2011-2012 budget would become unencumbered and could be applied in this year's TCDA budget to maintain and enhance the momentum we have all worked so hard to generate.

If authorized, the TCDA Board of Directors, during the current fiscal year, would have additional resources to apply to consultants, marketing, education and the continued implementation of the strategic economic development plan. I have attached the 2011-2012 budget adopted by the TCDA Board in September.

Thank you for all of your assistance. If there is anything additional you would like from me on this subject, I am at your disposal. You can reach me at 584-5627. Thanks.

P.O. Box 449 ■ Perry, Florida 32348 ■ 850-584-5627 ■ Fax 850-223-0161 ■ tcda@gtcom.net

Taylor County Development Authority
Budget
October 2011 through September 2012

Ordinary Income/Expense			
Operations Income			
Cash Carry Forward	$	30,000.00	$ 30,000.00
County Operations Contribution	$	69,665.00	$ 69,665.00
County Contribution	$	30,000.00	$ 30,000.00
Interest			
Property Management Income			
Rental Income	$	15,600.00	
Sales & Use Tax	$	1,092.00	
Total Property Management Income	$	16,692.00	$ 16,692.00
Reimbursed Expenses			
TCDA Savings Transfer	$	51,750.00	$ 51,750.00
Total Operations Income	$	198,107.00	$ 198,107.00
Project Income			
Buckeye Matching Grant	$	51,750.00	
Total Project Income	$	51,750.00	$ 51,750.00
Total Income	$	249,857.00	$ 249,857.00
Expense			
Balance adjustment			
Bank Service Charges	$	250.00	$ 250.00
Board expense	$	900.00	$ 900.00
Company Personal Services			
Retirement Expense	$	7,592.00	
Unemployment Compensation	$	480.00	
Total Company Personal Services	$	8,072.00	$ 8,072.00
Contingency	$	5,285.00	$ 5,285.00
Insurance			
Liability Insurance	$	4,100.00	
Property insurance	$	1,500.00	
Workers Comp ins.	$	400.00	
Total Insurance	$	6,000.00	$ 6,000.00
Operating Expenditures			
Communication Services			
Telephone and cell service	$	3,900.00	

Taylor County Development Authority
Budget
October 2011 through September 2012

Website	$ 3,013.00		
Total Communication Services	$ 6,913.00	$	6,913.00
Computer			
Hardware	$ 1,800.00		
Software	$ 500.00		
Supplies	$ 1,900.00		
Total Computer	$ 4,200.00	$	4,200.00
Marketing and Promotions			
Marketing, Promotions	$ 7,500.00		
Registration Fees			
Total Marketing and Promotions	$ 7,500.00	$	7,500.00
Membership and Dues			
CDFA Membership	$ 400.00		
FEDC Membership	$ 400.00		
IEDC membership	$ 800.00		
NFEDP Membership	$ 1,160.00		
Special District Fee	$ 175.00		
Synchronist Blane Canada	$ 600.00		
Membership and Dues - Other	$ 500.00		
Total Membership and Dues	$ 4,035.00	$	4,035.00
Office Supplies			
Appreciation/Condolences	$ 200.00		
Office Furniture	$ 800.00		
Supplies	$ 1,480.00		
Office Supplies - Other			
Total Office Supplies	$ 2,480.00	$	2,480.00
Postage and Delivery			
FedEx Account	$ 180.00		
Postage and Delivery - Other	$ 400.00		
Total Postage and Delivery	$ 580.00	$	580.00
Printing and Reproduction	$ 750.00	$	750.00
Publications/Advertising			
Subscriptions	$ 500.00		
Total Publications/Advertising	$ 500.00	$	500.00
Staff			
Education	$ 4,000.00		
Lodging	$ 1,500.00		

Taylor County Development Authority
Budget
October 2011 through September 2012

Meals	$	1,000.00	
Mileage	$	3,000.00	
Travel	$	2,500.00	
Total Staff	$	12,000.00	$ 12,000.00
Utilities			
Gas and Electric	$	1,300.00	
Water	$	900.00	
Total Utilities	$	2,200.00	$ 2,200.00
Total Operating Expenditures	$	41,158.00	
Payroll Expenses			
Company FICA	$	6,500.00	
Company Medicare	$	1,550.00	
Employee Salary (net)	$	24,000.00	
Payroll Expenses - Other	$	80,000.00	
Total Payroll Expenses	$	112,050.00	$ 112,050.00
Professional Fees			
Accounting	$	4,000.00	
Consulting	$	3,000.00	
Legal Fees	$	3,000.00	
Total Professional Fees	$	10,000.00	$ 10,000.00
Projects			
Carlton Cemetery Road site	$	3,000.00	
Strategic ED Plan			
Committee initiatives	$	1,500.00	
Strategic ED Plan - Other	$	1,500.00	
Total Strategic ED Plan	$	3,000.00	
Strike Yachts	$	4,000.00	
Total Projects	$	10,000.00	$ 10,000.00
Property Management			
Building Repairs	$	900.00	
Maintenance, Bldg & Grounds	$	1,500.00	
Sales Tax	$	1,092.00	
Signs	$	900.00	
Total Property Management	$	4,392.00	$ 4,392.00

Taylor County Development Authority
Budget
October 2011 through September 2012

Uncategorized Expenses			
Year Opening Transactions			
Total Operating Expense	$	198,107.00	$ 198,107.00
Project Expense			
Buckeye Matching Grant	$	51,750.00	
	$	51,750.00	$ 51,750.00
Total Expense	$	249,857.00	$ 249,857.00
Net Ordinary Income	$	-	

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	RICK BEER, TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA) TO APPEAL TO REQUEST AUTHORIZATION OF PAYMENT OF $30,000 FROM ECONOMIC DEVELOPMENT FUNDS FOR INCREASING SKILL & EXPERIENCE LEVEL OF TCDA DIRECTOR.
MEETING DATE REQUESTED:	

Statement of Issue:

Recommended Action: APPROVAL

Fiscal Impact: $30,000

Budgeted Expense: (Y)/N

Submitted By: RICK BEER

Contact: 584-5627

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:
Attachments:

TAYLOR
COUNTY
DEVELOPMENT
AUTHORITY

TCDA Memo

To: County Commissioners

From: Rick Breer

CC: County Attorney, County Administrator

Date: October 25, 2011

Re: Upgrade of director

The TCDA Board of Directors, at their last Board meeting in September, voted to approach the Board of County Commissioners (BOCC) with the recommendation for the BOCC to authorize payment of the $30,000 that was earmarked for the Tri-County Economic Group.

If authorized, the TCDA Board of Directors, during the current fiscal year, would have additional resources to apply to the upgrading of director skills. I have attached the 2011-2012 budget adopted by the TCDA Board in September.

Thank you for all of your assistance. If there is anything additional you would like from me on this subject, I am at your disposal. You can reach me at 584-5627. Thanks.

P.O. Box 449 ■ Perry, Florida 32348 ■ 850-584-5627 ■ Fax 850-223-0161 ■ tcda@gtcom.net

Taylor County Development Authority
Budget
October 2011 through September 2012

Ordinary Income/Expense		
Operations Income		
Cash Carry Forward	$ 30,000.00	$ 30,000.00
County Operations Contribution	$ 69,665.00	$ 69,665.00
County Contribution	$ 30,000.00	$ 30,000.00
Interest		
Property Management Income		
Rental Income	$ 15,600.00	
Sales & Use Tax	$ 1,092.00	
Total Property Management Income	$ 16,692.00	$ 16,692.00
Reimbursed Expenses		
TCDA Savings Transfer	$ 51,750.00	$ 51,750.00
Total Operations Income	$ 198,107.00	$ 198,107.00
Project Income		
Buckeye Matching Grant	$ 51,750.00	
Total Project Income	$ 51,750.00	$ 51,750.00
Total Income	$ 249,857.00	$ 249,857.00
Expense		
Balance adjustment		
Bank Service Charges	$ 250.00	$ 250.00
Board expense	$ 900.00	$ 900.00
Company Personal Services		
Retirement Expense	$ 7,592.00	
Unemployment Compensation	$ 480.00	
Total Company Personal Services	$ 8,072.00	$ 8,072.00
Contingency	$ 5,285.00	$ 5,285.00
Insurance		
Liability Insurance	$ 4,100.00	
Property insurance	$ 1,500.00	
Workers Comp ins.	$ 400.00	
Total Insurance	$ 6,000.00	$ 6,000.00
Operating Expenditures		
Communication Services		
Telephone and cell service	$ 3,900.00	

Taylor County Development Authority
Budget
October 2011 through September 2012

Website	$	3,013.00		
Total Communication Services	$	6,913.00	$	6,913.00
Computer				
Hardware	$	1,800.00		
Software	$	500.00		
Supplies	$	1,900.00		
Total Computer	$	4,200.00	$	4,200.00
Marketing and Promotions				
Marketing, Promotions	$	7,500.00		
Registration Fees				
Total Marketing and Promotions	$	7,500.00	$	7,500.00
Membership and Dues				
CDFA Membership	$	400.00		
FEDC Membership	$	400.00		
IEDC membership	$	800.00		
NFEDP Membership	$	1,160.00		
Special District Fee	$	175.00		
Synchronist Blane Canada	$	600.00		
Membership and Dues - Other	$	500.00		
Total Membership and Dues	$	4,035.00	$	4,035.00
Office Supplies				
Appreciation/Condolences	$	200.00		
Office Furniture	$	800.00		
Supplies	$	1,480.00		
Office Supplies - Other				
Total Office Supplies	$	2,480.00	$	2,480.00
Postage and Delivery				
FedEx Account	$	180.00		
Postage and Delivery - Other	$	400.00		
Total Postage and Delivery	$	580.00	$	580.00
Printing and Reproduction	$	750.00	$	750.00
Publications/Advertising				
Subscriptions	$	500.00		
Total Publications/Advertising	$	500.00	$	500.00
Staff				
Education	$	4,000.00		
Lodging	$	1,500.00		

Taylor County Development Authority
Budget
October 2011 through September 2012

Meals	$	1,000.00	
Mileage	$	3,000.00	
Travel	$	2,500.00	
Total Staff	$	12,000.00	$ 12,000.00
Utilities			
Gas and Electric	$	1,300.00	
Water	$	900.00	
Total Utilities	$	2,200.00	$ 2,200.00
Total Operating Expenditures	$	41,158.00	
Payroll Expenses			
Company FICA	$	6,500.00	
Company Medicare	$	1,550.00	
Employee Salary (net)	$	24,000.00	
Payroll Expenses - Other	$	80,000.00	
Total Payroll Expenses	$	112,050.00	$ 112,050.00
Professional Fees			
Accounting	$	4,000.00	
Consulting	$	3,000.00	
Legal Fees	$	3,000.00	
Total Professional Fees	$	10,000.00	$ 10,000.00
Projects			
Carlton Cemetery Road site	$	3,000.00	
Strategic ED Plan			
Committee initiatives	$	1,500.00	
Strategic ED Plan - Other	$	1,500.00	
Total Strategic ED Plan	$	3,000.00	
Strike Yachts	$	4,000.00	
Total Projects	$	10,000.00	$ 10,000.00
Property Management			
Building Repairs	$	900.00	
Maintenance, Bldg & Grounds	$	1,500.00	
Sales Tax	$	1,092.00	
Signs	$	900.00	
Total Property Management	$	4,392.00	$ 4,392.00

Taylor County Development Authority
Budget
October 2011 through September 2012

Uncategorized Expenses			
Year Opening Transactions			
Total Operating Expense	$	198,107.00	$ 198,107.00
Project Expense			
Buckeye Matching Grant	$	51,750.00	
	$	51,750.00	$ 51,750.00
Total Expense	$	249,857.00	$ 249,857.00
Net Ordinary Income	$	-	

(25)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	HOWARD HART AND STEVEN HOLLOWELL, BIG BEND WATER AUTHORITY BOARD CHAIRMAN, TO APPEAR TO PRESENT MOST CURRENT ANNUAL AND MONTH BUSINESS PERFORMANCE AUDITS.
MEETING DATE REQUESTED:	11/1/11

Statement of Issue: **The Board requested a briefing on the latest audit findings from BBWA at the 10/18/11 Regular Meeting**

Recommended Action: **N/A**

Fiscal Impact: **N/A**

Budgeted Expense: N/A

Submitted By: **Howard Hart**

Contact: **352-498-3576**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The Big Bend Water Authority is a public body authorized by Section 373.1962, Florida Statutes. It was created by Interlocal Agreement pursuant to Section 163.01, Florida Statutes. The counties of Dixie and Taylor are the Parties to that agreement.**

Options:

Attachments:

(26)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	The Board to consider approval of Mr. Eric Simonne, Northeast District Extension Director's, request to fill the Family and Consumer Science Position vacated due to the recent retirement of Debbie Humphries.
MEETING DATE REQUESTED:	11/1/11

Statement of Issue: Professor Eric Simonne, Northeast District Extension Director, University of Florida, request the Board's support in refilling the Family and Consumer Science position recently vacated by Debbie Humphries.

Recommended Action: Recommend 70% by UF / 30 % by County

Fiscal Impact: Approximately $38,0000

Budgeted Item: Yes

Submitted By: Jack R. Brown, County Administrator

Contact: (850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: See attached letter from Prof. Eric Simonne.

Options: Approve/Disapprove

Attachments: As described above.

UF | UNIVERSITY of FLORIDA

IFAS Extension
Office of District Extension Director – Northeast

Eric Simonne
1052 McCarty Hall
University of Florida
Gainesville, FL 32611
352-392-1781
352-392-5259 Fax
esimonne@ufl.edu

September 21, 2011

Mr. Jack Brown
Taylor County Administrator
211 North Green Street
Perry, Florida 32347

Dear Jack:

I am writing to solicit your support for filling the new vacant FCS position (Family and Consumer Science) in Taylor County. UF/IFAS has had a valued partnership in this position in excess of 65 years (Ethel Thompson, Carol Mott and Debbie Humphries).

This position has always developed local issues based educational programs to address needs of Taylor County residents, ranging from child care certification programs for day care workers, to the first time home buyers SHIP program, to food preservation technologies to stretch the food dollar. As issues emerge new areas of programming develop.

I see today's educational needs as inclusive of those I just mentioned in addition to issues of obesity in adults and children which is linked to so many health needs that have negative economic impact in our communities (diabetes, high blood pressure, nutrition, exercise, etc.) Florida Department of Health website for Taylor County (BRFSS – Behavior Risk Factor Surveillance Systems – Florida Charts Community Health Assessment Resource Tool) shows the state percentage of adults diagnosed with diabetes is 15% (High School Ed) however in Taylor County the average rate is 29%. The average for the state is forecast to increase to 25% if current trends are not addressed. If we can reduce visits to the hospital for indigent care individuals by 10% from current levels, just related to diabetes cost savings to the county could be significant. The health department shows Taylor County has nearly three times the state average of age adjusted death rate for diabetes.

The current FCS position has tied to it (through a federal grant) a state paid FNP position that reaches hundreds of children in the school system annually with food and nutrition education.

The Governors office OPPGA study done on the UF/IFAS programs reports the leveraging of federal, state, and county dollars has an economic impact of a 10 to 1 multiplier effect on partner contributions to the local economy. So the program has had and can continue to have significant economic impact in the community with your continued support. If you have any questions or concerns, please feel free to contact me.

Sincerely,

Eric Simonne, Ph.D.
Professor and
Northeast District Extension Director

Position # 0001-4038
Requisition # 0705752
Family and Consumer Sciences/4-H **Extension Agent I or II**
Columbia County (Northeast District) **Lake City, FL**

The agent will be responsible for planning, developing, implementing, and evaluating programs in Family and Consumer sciences. In addition, 25% of the position will be in support of 4-H/Youth programs in Family and consumer Sciences.

The agent must have knowledge of nutrition, financial management, child development, community-based programming and educational principles. The successful candidate will reach limited resource audiences (particularly youth), work with community agencies and groups in collaborations and partnerships, establish a strong local advisory committee, and develop good media relations.

The agent must possess the ability to manage the Family Nutrition Program and supervise one or more program assistants. The agent will recruit, train and utilize volunteers in building strong community programs and seek and obtain in-kind matching funds and other grant funds to enhance programmatic efforts.

The position also includes serving as a liaison and advisor to the Home and Community Educators (HCE) Association. Knowledge and experience with computers is highly desirable. The agent will follow all Extension policies regarding Affirmative Action and program development and reporting.

The agent will assume other responsibilities as assigned by the County Extension Director and District Extension Director. A Bachelor's degree is required with a Master's degree preferred. Degree should be earned in, Family and Consumer Science, Nutrition, Family Studies, Human Development or Family Youth and Community Sciences. Experience working in multicultural settings and coursework/training on multicultural topics are desirable.

Applicant will be subjected to drug testing as part of the application process. Preferred that the agent live in Columbia County. The University of Florida will conduct a National background check on finalists.

Application instructions:

Please apply online at https://jobs.ufl.edu , referencing requisition # 0705752. Although Extension Agent is classified as a Faculty position, a TEAMS application is required.

Please attach your Resume or CV, and, a cover letter that describes how your experience and qualifications have prepared you for this position.

TO COMPLETE YOUR APPLICATION, PLEASE SUBMIT THE FOLLOWING:

You may submit unofficial copies of all transcripts and/or coursework of your professional degrees. You may attach these as an "other" document, or you may submit to our office as directed below. An unofficial copy is acceptable for the application process.

In addition, if you do not have an official transcript on file with IFAS Human Resources, please request an official transcript of your highest degree be issued directly to our office.

If you are a new applicant, or, if you are a previous applicant without at least three reference rating forms on file that are less than one year old, please contact references and ask that they complete a reference rating form on your behalf. This form may be downloaded at http://personnel.ifas.ufl.edu/ref_form.pdf .

With the exception of official transcripts, all items submitted by mail must be postmarked no later than the next business day of the position closing date. All documents submitted by fax or email must be received no later than the next business day.

Requested forms and transcripts should be submitted as follows:

Faxed to the IFAS Office of Human Resources, Faculty Recruitment and Hiring, Attention Dana LeCuyer at 352-392-3226
OR
Emailed to dlecuyer@ufl.edu
OR
Mailed to:

Dana LeCuyer
UF IFAS Human Resources
Faculty Recruitment and Hiring
P O Box 110281
Gainesville, FL 32611-0281

Women and minorities are encouraged to apply.

Extension Personal and Family Well-Being Goal 5-Focus Team 1
Department of Family, Youth and Community Sciences
University of Florida

Florida Families Face Challenges

The care a child receives can have a tremendous impact not only on his physical, social and cognitive development, but also on his future contributions and cost to society. The family plays the primary role in guiding the child's development, for better or for worse. Although in recent years, commentators have predicted the demise of the family, it continues to survive, but it also continues to change. Current trends in family structures include more single-parents, more teen parents, more step-families, more working mothers, and more grandparents raising children. The challenges these families face are intensified when compounded by problems such as poverty, social isolation, parental substance abuse, child abuse, stress, divorce, and lack of parenting skills.

Since the mid 1990's, the quality of life for children and families in Florida has improved. According to the 2001 Kids Count Data Book, Florida ranks 35th over-all in children's well-being, up from 43rd in the early 1990's. However, 35th ranking is not good enough. Demographic data demonstrate the problems undermining the optimal functioning of families:

- Florida ranks 35th in the U.S. for the proportion of abused and neglected children (with ranking of 1 being the best) (Kids Count, 2004). DCF reports that 85,644 children in Florida were abused during 1999-2000.

- 19% of Florida's children live in poverty (Kids Count Data Book, 2003).

- In Florida, 39% of births are to unwed mothers (Kids Count, 2004). In 2003, 8.8% of births in Florida were to women under the age of 18 (Data Source, FL Dept. of Health).

- 66% of women with a child under the age of six are in the labor force and approximately 58% of mothers with children 6-12 years old work outside the home (Kids Count Data Book, 2000), resulting in more children in daycare or staying home alone.

- 36% of Florida's families are headed by a single parent (Kids Count Data Book, 2004). Florida ranks 44th in the U.S.

Poor Parenting Skills Cost the State as Well as the Child

Poor parenting skills result in negative outcomes for children, which include depression and feelings of isolation, lower academic achievement, aggressive behavior, juvenile delinquency, substance abuse, teen pregnancy, and child abuse and neglect. In addition to the incalculable losses for the child, these outcomes also incur greater costs for society. For example, according to the Center for Florida's Children, it costs **$10,000** for one year of intensive child abuse therapy (Fromm, S., 2001) and **$186** per day to maintain a juvenile in secure detention. Just in supplements to foster care parents, **$4,241.00** is spent for the foster care for one child for one year (Mead, 2001). If therapeutic foster care is required, the cost increases to **$17,580**.

Prevention Works

Research has found that parent's skills can be improved by prevention programs. For example:

- The Federal Children's Bureau reported that evaluations of Early Head Start Programs, which requires parents to participate in parenting programs, found that parents of enrollees were more supportive of learning, less detached, and more likely to use less severe discipline methods (DCF, 2001).

- OJJDP reported that early interventions may save some children and their parents from incurring state expenditures through criminal justice, welfare, and other costs (Greenwood, 1999).

- Two teams of investigators, Karoly et al. (1998) and Shweinhart (1993), performed independent cost effectiveness studies of early childhood/family support programs. Both teams found similar savings for government in increased tax revenues, decreased welfare outlays, reduced costs for education and health services, and lower criminal justice system costs.

Extension Parenting Programs Benefit Families and the State

Statewide, Florida Extension offers a number of parenting programs targeted to different audiences, including single parents, teen parents, working parents, grandparents, divorce parents, incarcerated parents, and parents court-ordered to attend because of child abuse and neglect. Though adapted to the needs of the different audiences, every program helps parents develop skills to better care for and guide their children. Parents learn how to determine age-appropriate expectations, to manage their children's behavior, to enhance their children's self-esteem, to communicate better, and to control their anger and stress.

Any Extension program that reduces the likelihood of a child being abused, and the subsequent negative outcomes of abuse, can significantly reduce costs to the state. In 2004, local Extension faculty in **28** counties reached **38,602** participants with parent education programs. Overall, **93%** of participants evaluated reported changing in their parenting behaviors (e.g., calming down before disciplining, reducing spanking, decreasing yelling and put-downs, redirecting misbehavior). Given the costs of child abuse therapy and foster care stated above, if Extension programs prevented only 1% of the participating parents from abusing their children, then **$3,860,000** would be saved in child abuse therapy and **$1,637,026** would be saved in foster care for a year. Twenty-seven percent of abused children become delinquent (Prevent Child Abuse America, 2004). Given the cost of maintaining a youth at a correctional facility, if these programs prevented child abuse in 1% of the program participants, thus preventing delinquency in 100 children, then **$6,789,000** would be saved.

It is often difficult to measure the positive outcomes of parent education programs in terms of dollars. However, the participant themselves are well aware of the impact the programs have on their lives, as shown by comments aggregated from evaluation measures used by county faculty statewide. For example:

"I have been taking care of my four brothers and sisters for the last two years because my mother had to return to Guatemala. I have learned how to be patient with them and to talk to them. I also learned ways to get them to behave without hitting them."

"I realize I was putting my children last on my list instead of at the top where they should be. Now when I'm at work, I am more productive – and when I am at home, I concentrate on my family – the way it should be."

"I've learned to stay cool and calm because I now understand you have to be patient with babies and infants. It's been less stressful now when I associate with my child. When I'm mad I exercise and take a walk."

Extension Has the Capacity to Respond to the Needs of Florida Families

Through Goal V, Focus Team 1: Personal and Family Wellbeing in Florida, University of Florida Extension provides program participants with the research-based information, strategies and skills needed to make behavior changes.

State Extension faculty members have graduate degrees in human and child development as well as field experience in working with families. State faculty use sound, scientifically based models to develop programs and materials to meet the needs of Florida's families. Usually consisting of a series of workshops ranging from three to twelve lessons, programs help parents and expectant parents create a positive home environment which nurtures their children's development. Extension also trains childcare and after-school care providers who provide vital services to families.

Programs are delivered statewide by county faculty, who are trained in human development and experienced in adult education. Extension is able to reach families who could most benefit from these programs by bringing them directly to the participants. Parent education programs are offered at sites such as schools, prisons, community centers, Head Start sites, places of worship, work sites and health department sites. Outreach is further enhanced with the assistance of trained volunteers and through media such as newsletters and articles in local newspapers as well as **Family Album Radio**, on a daily radio program on family issues.

Collaborations Create More Comprehensive Programs

Because of its access to research based information, educational methodologies and state and local infrastructure, Florida Extension is a strong partner to many organizations including Department of Children and Families, Head Start, Even Start, Children's Home Society, Department of Health, Family Source of Florida, Department of Juvenile Justice, and local government and school districts. Extension contributes to partnerships in a number of ways such as in-service education for agency staff, direct educational programming with clientele and providing up-to-date education resource materials. By working together Extension and its collaborators offer a more comprehensive program with both education and service, consequently increasing the positive impact for Florida's citizens.

Training for Child Care Providers is a Good Investment

Quality child care gives children a solid foundation for future physical, social and cognitive development. Getting children off to a good start also helps prevent future problems. It saves money in the long run. Studies on quality early childhood education have shown that for every one dollar spent

there is a future cost savings of up to $7.16, (upkflorida.org). In addition to parent education programs, through Goal V, Focus Team 1: Personal and Family Wellbeing, Florida Extension also provides training for child care providers. This training which covers topics such as child development, nutrition and safety, helps providers earn CDA credentialing and meet the state's yearly in-service training requirement. In 2004, local Extension faculty in 12 counties reached 3,716 childcare providers. By contributing to quality child care for just five children per provider, these classes help save $238,795. Research has shown that the availability of quality childcare also reduces parents' absences from work, increases productivity and morale (U.S. Dept. of Treasury, 1998).

References

Kids Count Data Book (2004-2003). The Annie E. Casey Foundation.

Mead, J (2000). Assessing the Value of Family Support Programs. CYFERNET – www.cyfernet.org.

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Extension Nutrition, Food Safety, and Health Programs: Potential Impacts on Health Care Costs

Linda B. Bobroff, Ph.D., RD
Department of Family, Youth and Community Sciences
University of Florida
Gainesville

Lifestyle Choices Affect Health Care Costs

Lifestyle practices, particularly diet and physical activity, can have a tremendous impact on health throughout the life cycle. Heart disease, cancer, stroke, and diabetes are four of the most expensive chronic diseases in this country. This includes human as well as monetary costs. Diet, physical activity, and other lifestyle choices affect people's risk for getting these diseases. When people change their behaviors toward a healthier lifestyle, they reduce their health risks, and contribute to lower health care costs.

Floridians spend approximately **$77 billion** on health care annually. Extension programs contribute to a reduction in health care costs by giving people the knowledge, motivation, and lifestyle skills they need to adopt health-promoting lifestyle choices. Extension programs thus contribute to a healthier population and reduced health care costs for the State of Florida.

Medical Nutrition Therapy Reduces Health Care Costs

When dietitians provide medical nutrition therapy to persons with a condition, illness, or injury that puts them at high risk for malnutrition, substantial cost-savings are realized. An important component of medical nutrition therapy is nutrition counseling to help people make dietary choices that can reduce their health risks.

Although Extension education programs are different from individual nutrition counseling, they are designed to accomplish similar goals. When people make lifestyle changes, whether in response to individual nutrition counseling or to a well-designed, research-based educational program, they reduce their health risks and potentially prevent the need for expensive treatment.

The American Dietetic Association has projected cost savings for a variety of conditions and diseases for which medical nutrition therapy is appropriate. Several of these are relevant to Extension education programs designed to reduce risk for chronic health problems.

Heart Disease and Risk Factors (High Blood Cholesterol, High Blood Pressure, and Obesity)

For *every person* who reduces his/her need for drugs and other artery-clearing procedures, or surgery, an estimated **$10,930** is saved (FDA, 1996).

Florida Extension provides two statewide programs designed specifically to decrease risk for heart disease: *Cholesterol Control* and *Keeping the Pressure Down*. In addition, the *Toward Permanent Weight Management Program* addresses obesity, one of the primary risk factors for heart disease. County Extension faculty use additional resources as needed to address specific needs of persons in their individual counties.

Any Extension program that results in people reducing their fat intake, increasing fruit and vegetable intake, increasing physical activity, and/or changing other relevant lifestyle behaviors can significantly reduce heart disease risk and health care costs.

In just one year, 16 counties reported that 8,360 persons participated in Extension programs designed to reduce health risks. Overall, 79% of participants evaluated reported adopting a healthier lifestyle or reducing a specific risk behavior (e.g., reduced dietary fat, increase fruits and vegetables, increased fiber, increased physical activity). We do not know how many of these persons may have had heart disease, but if *only one percent* of these persons actually

eliminated the need to use drugs or expensive procedures, then an estimated **$722,100** was saved.

We know that many more persons have high blood cholesterol and hypertension than actually have heart disease. If *only ten percent* of the persons who changed their behavior after attending a Florida Extension program reduced their need for cholesterol-lowering drugs, an estimated **$1,648,500** was saved. Similarly, if *only ten percent* of those who reported making lifestyle changes reduced their need for blood pressure-lowering drugs and prevented health complications such as a stroke, then an estimated **$3,043,300** was saved.

All of these estimates are very conservative since there are many other Extension education programs that promote healthful lifestyles, and that contribute to reducing health risks and health care costs.

Type 2 Diabetes

Diabetes is one of the most expensive of the chronic diseases in the U.S., costing an estimated **$132 billion** each year. An estimated 18.2 million people have diabetes, with about 5.2 million of these being undiagnosed. People with diabetes can reduce their need for insulin and their risk for health complications through lifestyle changes and weight management.

County Extension faculty indicate that many persons who attend their health risk reduction programs have type 2 diabetes, and the data above indicate that there probably are others who don't know that they have the disease. Using the data reported above, if *only ten percent* of persons reporting lifestyle changes after attending Extension programs reduced or eliminated their need for insulin, then an estimated **$1,438,400** was saved. Additional cost-savings would be related to decreased risk for severe health complications of diabetes.

Florida Extension recently developed an in-depth, collaborative diabetes education program, *Take Charge of Your Diabetes*. This program has been successful in helping persons with diagnosed type 2 diabetes reduce their hemoglobin A1C values, indicating improved blood glucose control. Research studies have found that improving blood glucose control lowers risk for expensive complications such as amputations, renal disease, and heart disease. **Since diabetes is one of the most expensive of the chronic diseases, Extension can play a major role in reducing overall health care costs by implementing this educational program.** The Florida Department of Health's Diabetes Prevention and Control Program is currently providing funding for implementation of the *Take Charge of Your Diabetes* Extension education program.

Neural Tube Defects

A recently developed Extension program, *Folic Acid Every Day,* promotes consumption of folic acid by Hispanic women of childbearing years to reduce their risk of having a neural tube defect-affected pregnancy. This population has a higher than average risk of having a baby with a neural tube defect. Spina bifida, the neural tube defect that is generally not immediately fatal, carries with it a huge medical cost over a lifetime, exceeding $635,000, in addition to the obvious human cost. Increased use of folic acid by women of childbearing age has been shown to reduce prevalence of neural tube defects.

If *only two cases* of spina bifida are prevented in Florida during one year due to the Extension program *Folic Acid Every Day*, the lifetime cost savings would be approximately **$1,270,000**.

Low-income Families at High Risk

Approximately 12.5 percent of Florida's population lives at or below the poverty level. Nutritional and health risks of people at all ages increase as poverty levels rise. Food Stamp Program participants are vulnerable to the negative effects of limited resources and inadequate nutrition.

Hungry children often have learning and behavioral problems, and senior citizens who experience hunger are at high-risk for nutritional and health problems. Expecting mothers with inadequate nutrition are more likely to have low-birth weight babies who are at high risk for long and expensive hospital stays, often at taxpayer

expense. Recent data from the National Center for Children in Poverty indicate that an average 212,000 households in Florida participate in the Food Stamp Program monthly. This includes 472,000 children. Food Stamp users typically exhaust their food stamps five to ten days before the end of the month (Daponte, 2000), and then rely on emergency food assistance or go hungry for the rest of the month.

University of Florida Extension receives federal dollars from USDA's Food Stamp Program to implement nutrition education targeting Food Stamp Program participants. Food Stamp Nutrition Education in Florida involves one-time presentations, in-depth lessons, and mass media in an effort to reach a large number of individuals through various avenues.

In FY2002, 20,552 people participated in in-depth nutrition classes in 36 counties. Eighty-one percent of those evaluated reported making improvements in their diets by putting into practice dietary recommendations such as eating more whole grains, fruits, vegetables, more calcium sources and choosing more low-fat, low-calorie foods. This adds greatly to the potential cost savings of Extension education programs discussed on page two of this document. For example if *only one percent* of those who made lifestyle changes reduced their need for artery clearing procedures or drugs, or for surgery, then an estimated **$1,819,530** was saved.

In addition, 87 percent of Food Stamp Program participants who attended Extension education programs showed an increase in food safety knowledge and skills, especially in hand washing practices. This has the potential to greatly reduce hazards of food borne illness in this population (see next section for details on costs of food borne illnesses).

Food Safety and Quality

According the Centers for Disease Control and Prevention, 76 millions cases of food borne illness cases occur each year with over 500,000 hospitalizations and 5,000 deaths (Mead, 1999). This can be translated into **$6.5 to $35 billion** in economic impacts per year.

The cost of outbreaks of food borne illness is astronomical and can affect business survival. It is estimated that **a food borne outbreak can cost an establishment up to $75,000** in direct costs for investigation, clean up, re-staffing, restocking, product loss, settlements, and increased in regulatory sanction (Marriott, 1999). In a chain food service operation the indirect loss of business can be up to $7 million for a single outbreak of a food borne illness in a metropolitan area. The cost of an individual case of food borne illness and the cost of each death related to food borne illness including insurance and other expenses is estimated to be $42,300 (Marriott, 1999).

In Florida, between 1994 and 2003, over 2,900 outbreaks of food borne illness were reported in Florida. This represents over 21,700 individual cases. In the year 2003 alone, 188 food borne illness outbreaks, representing 1,648 individual cases, and at least 13 deaths, were reported. Outbreaks occur mainly in restaurants (>74 percent); other sites include grocery stores (8 percent), home (4 percent), and caterers, hospitals, nursing homes, and others account for 14 percent (Florida Department of Health, 2003).

University of Florida Extension has developed and implemented a statewide food-handler training certification program that is delivered by county faculty to commercial, institutional and non-profit organizations. In 1999 alone, over 36,000 people were taught safe food handling practices by county Extension educators.

Since 1998, county Extension faculty in 20 counties trained 4,406 food managers who later were certified through the state and national food manager certification exams. If *only one percent* of these food managers prevent food borne illness outbreaks at their food service establishments by implementing what they learned in the Extension program, there would be a potential savings of **$3,304,500** in the form of direct costs to their businesses.

From an individual stand point, if *only one percent* of people going through the Extension program avoid food borne illness by changing their risky food behavior, the savings could be projected to **$15,228,000** in costs associated with

insurance, treatment, and other expenses related to the illness.

Extension Programs Combine Research-Based Subject Matter with Effective Educational Approaches

Quality of Programs and Extension Staff

State Extension nutrition faculty have graduate degrees in nutrition along with training and experience in education. To enhance learning and promote behavior change, Extension faculty use well-tested models to develop nutrition and health education programs. Programs are taught at the local level by county Extension faculty who are trained in Family and Consumer Sciences or closely related fields, and are experienced in educating consumers.

Educational Approaches to Reach Those Who Can Most Benefit from Programs

Florida Extension education programs use a variety of educational methods to reach the varied target groups who can benefit from these programs. Target groups include working adults, low-income families, children and their caregivers, elders, and others.

Extension nutrition and health programs encourage and empower Floridians to adopt dietary and other lifestyle practices that they can afford and that reduce nutritional and health risks, and promote optimal wellness.

Extension programs involve in-depth educational experiences over a period of time. Lesson series that range from four to fifteen lessons are conducted at work sites, schools, health departments, Extension offices, and other community sites. Self-study educational programs are distributed through the mail or at work sites for those who cannot attend programs on-site.

We enhance program outreach by including program assistants and/or trained volunteers in the delivery of specific programs. Social marketing tools are used to promote the message of good nutrition and managing food resources for limited resource audiences. To increase consumer awareness of nutrition and health issues, county faculty write consumer newsletters, prepare columns for local newspapers, and participate in health fairs.

Partnerships and Collaborations Strengthen Programs and Are Cost-Effective

Programs are strengthened by collaborations with local and state partners in the public and private sectors, including health departments, schools, congregate nutrition sites, hospitals, faith organizations, and many others. By combining the individual strengths of these various agencies, impacts are increased and cost of "reinventing the wheel" is eliminated. Extension's contributions are the expertise of the state and county faculty in subject matter and educational approaches, and the existing time-tested educational infrastructure in every county in the state.

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Family Economic Stability
FL 512

Floridians Face Economic Challenges

The population of Florida continues to grow older as residents age, and as aging individuals and couples move to Florida. Almost 18 percent of Florida's 15,982,378 population are over age 65. The median age of Floridians in 1990 was 36.3 and by 2005 it is projected to be 41.1. In 1997 Median family income in Florida was $37,800, only 87 percent of U.S. average income. Without Social Security nearly one in two individuals over age 65 would be in poverty. Social Security provides 40 percent of income for older Floridians. According to the Retirement Confidence Survey 61 percent of workers expect to work after retirement. Fewer than half of the adult population have prepared a will or have determined a plan to transfer his or her estate.

Credit has become a way of postponing financial crises. According to the Federal Reserve household debt has hit a record high 109% of household income, personal savings are a negative .2 percent, and personal bankruptcies are up 29 percent in the past five years. In 2000, 797,244 money related crimes were reported, 89 percent of all crimes reported in Florida.

In 1997, 22% of Florida's children lived in poverty, 11% lived in extreme poverty, twenty-eight percent had no health insurance, and twelve percent had given up on school and dropped out. Teens earn and spend money. Teens Research Unlimited in a recent study found that on average teens spend $104 per week. The same research showed that teens lacked skills to deal with this financial responsibility.

Poor Money Management Skills Cost the State as Well as the Family

Poor money management skills result in negative outcomes for individuals and families, which include: excessive debt, bankruptcy, crime, being a victim of crime, lack of planning for the future, lack of estate planning, and lack of savings for emergencies, education, and retirement.

Research has shown that lack of skills and planning can be expensive to the family. One example: Due to poor planning the $10 million estate of Elvis Presley dwindled to $986,247 for heirs. Heirs received less than 10 percent of the estate and this information is public because of poor planning.

Lack of resources leads to a variety of money related crimes including fraud, theft, and con games. Data show that in Florida it cost $30,000 per year to house one prisoner.

Prevention Works

Survey participants were asked if they could save $20 per week for retirement:

- 47% of those classified as non-savers said that they could save that amount.
- 65% of those classified as savers said that they could save that amount.
- $20 per week equals $1,040 per year; at 5% return this savings for

25 years could be over $50,000 for retirement.

A program "Who gets Grandma's Yellow Pie Plate" (transfer of non-titled property) increased awareness of the need for estate planning and the use of instruments such as a will to transfer property.

Extension Education Programs that Benefit Families and the State

Statewide, the University of Florida Extension offers a number of family economics, money management and consumer education programs targeted to different audiences, including youth, young adults, parents, older citizens, and incarcerated youth and adults. Programs are adapted to the needs of each audience and every program helps individuals and families develop skills to better manage their money, to improve consumer skills, and to avoid cons and fraud.

Every program that reduces the need for public expenditures can significantly reduce the cost to the state. In 2001 local Extension faculty in four counties delivered programs to 550 prisoners who were soon to be released. These prisoners were incarcerated because of money related crimes (theft, robbery, sale of drugs, etc.) It cost over **$30,000** per year to house one prisoner in Florida. **If 20 percent (110)** of those reached with the money management program stay out of prison the annual savings to Florida will be in excess of **$3 million.** In one county the court mandated a class (taught by Extension faculty) for writers of overdrawn checks. None of the class participants had had any money management training prior to this educational event. The success of this program keeps family members out of jail, in the labor force and at home with children as well as giving them skills to manage future income and spending.

In 51 counties credit management programs reached over 28,000 Floridians. Participants in these credit management programs decreased their consumer debt load over **$11 million.** In some instances information provided in these programs helped consumers avoid bankruptcy. In addition to decreasing debt load and preventing bankruptcy, program participants increased their savings by over **$7 million.** These programs had a positive financial impact on Florida's economy of over **$18 million.**

In 53 counties extension programs have helped consumers with their consumer problems. Participants were taught about their rights and responsibilities and how to resolve problems. One example of how the program helped is in Duval County. An older African American woman bought a new car, which had many problems. Two months after the warranty expired (no longer covered by the lemon law) she faced a $950 repair job. The Extension agent taught her how to file and pursue a complaint; and as a result of this information, she received the repairs at no cost to her.

The Money Wise Program, a youth financial management school enrichment program, reached **78,000 students in 55 counties.** The High School Financial Management Program (a money management program involving 10 hours of instruction) was taught in **820 high schools.** The Consumer Choices Program, a youth oriented program that teaches comparison shopping skills, was taught in 45 counties and reached **10,300 young people.** These young people learned money management skills that improved their

abilities to function in the complex world economy.

In 59 counties 175,000 young people participated in a Safety Belt School Enrichment Program funded by a grant from the Department of Transportation. Pre and posttest indicate an 18% (31,500) increase in the number of students who use a safety belt. The probability of being involved in at least one automobile accident during your life is 80%. The average cost of hospital and medical services associated with an injury is estimated to be **$38,000 and 50 percent higher** for victims who are unbuckled. Every injury prevented represents a substantial savings for the family, insurance company and the taxpayers. Research data show that 85% of all medical costs related to automobile accidents fall on society. This includes direct cost of medical care as well as indirect cost such as cost for police, ambulances, insurance companies, etc.

Extension has the Capacity to Respond to the Needs of Florida's Families

Through FL 512 - Family Economic Stability, University of Florida Extension provides program participants with the research-based information, strategies and skills needed to make behavior changes that will improve the individual's quality of life as well as improve the resources of the state.

State Extension faculty members have graduate degrees in consumer education and family economics. One member is a Certified Financial Planner. They have experience working with individuals and families to help families better manage resources and improve their quality of life. State faculty use sound models to develop programs and educational materials to meet the needs of Floridians. Programs usually consist of a series of lessons with a minimum of six hours of contact.

County faculty, who are trained in human development and experienced in adult education, delivers programs statewide. Extension is able to reach families who can benefit most from these programs. Family economic, money management, and consumer education programs are offered at convenient sites such as: schools, community centers, places of worship, the work place, health departments, and prisons. Outreach is further enhanced with the assistance of trained volunteers and through media such as television spots, newsletters, and articles in local newspapers.

Collaborations Create More Comprehensive Programs

Because of its access to research based information, educational methodologies, and state and local infrastructure, Florida Extension is a strong partner to many organizations including, American Association of Retired Persons, Florida Highway Patrol, Community Colleges, Attorney General's Office, Department of Banking and Finance, Florida Department of Agriculture & Consumer Services, Council on Aging, Consumer Credit Counseling Service, and high schools. Extension contributes to partnerships in a number of ways such as in-service education for agency staff, direct educational programming with clientele and providing up-to-date education resource materials. By working together Extension and its collaborators offer a more comprehensive program with both education and service, consequently, increasing the impact for Floridians.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER APPOINTING THE COUNTY ADMINISTRATOR, JACK R. BROWN, AS THE PRIMARY AND THE HUMAN RESOURCES DIRECTOR, LATRINA HARVEY, AS THE ALTERNATE COUNTY REPRESENTATIVE TO THE PUBLIC RISK MANAGEMENT GROUP HEALTH BOARD OF DIRECTORS, AS AGENDAED BY JACK BROWN, COUNTY ADMINISTRATOR.
MEETING DATE REQUESTED:	11/1/11

Statement of Issue: **The current primary representative to the PRM Board of Directors is listed as Mrs. LaWanda Pemberton.**

Recommended Action: **Appoint as recommended**

Fiscal Impact: **Travel expenses to attend Board Meetings**

Budgeted Expense: Not currently

Submitted By: **Jack Brown, County Administrator**

Contact: **850-838-3500 ext 7**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The PRM Group Health is the administrating body for the health plans of the Board and Constitutional Officers. Agendaed as recommended by the Board at the 10/25/11 Workshop.**

Options:

Attachments: **Letter of Appointment**

MALCOLM PAGE
District 1

MARK WIGGINS
District 2

LONNIE HOUCK
District 3

PAMELA FEAGLE
District 4

PATRICIA PATTERSON
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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October 26, 2011

Ross Furry
Executive Director, Public Risk Management of Florida
3434 Hancock Bridge Parkway, Suite 203
Fort Myers, FL 33903

RE: Board Member/Alternate Appointment for Group Health Trust

Dear Mr. Furry,

In compliance with Public Risk Management Heath Trust By-Laws, Article 6.1, Taylor County Board of County Commissioners makes the following appointments:

Board Member-Jack R. Brown: 201 E. Green Street, Perry, FL 32345; 850-838-3500 x 7.

Alternate Member-LaTrina Harvey Freeman: 201 East Green Street, Perry, FL 32347; 850-838-3500 X 9.

Sincerely,

Lonnie Houck, Chairman
Taylor County Board of County Commissioners

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	COMMISSIONER PAGE TO REQUEST THAT THE BOARD ADD HERB HENDRY ROAD AND PISGAH CHURCH ROAD TO THE DISTRICT 1 ROAD PAVING LIST, AS AGENDAED BY COMMISSIONER PAGE.
MEETING DATE REQUESTED:	11/1/11

Statement of Issue: **Herb Hendry and Pisgah Church Roads to be considered for inclusion on the District 1 Road Paving List.**

Recommended Action: **Approve**

Fiscal Impact: **N/A**

Budgeted Expense: N/A

Submitted By: **Commissioner Malcolm Page, District 1**

Contact: **850-838-3500 ext 7**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **Paving would piggyback off of current paving projects, if possible.**

Options:

Attachments: