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NOTICE TO BIDDERS/INVITATION FOR BIDS

Sebring Airport Authority, Sebring, Florida
SEBRING REGIONAL AIRPORT

Sealed bids, subject to the conditions herein, will be received until 2:00 P.M., local time, on 16th day, November, 2018 by the Sebring Airport Authority at 128 Authority Lane, Sebring, Florida 33870, at which time, bids will be publicly opened and read, for furnishing all labor and materials and performing all work connected with following program:

BID # 18-06
SEF TRACK RECONSTRUCTION

This project is for the reconstruction of the Airport Railroad Track to bring it up to current CSX standards. The project includes demolition of existing pavement, new full-depth concrete and asphalt pavement, markings, drainage improvements, and airfield electrical improvements.

Bidding, Instruction to Bidders, and Contract Documents
Bidding, Instructions to Bidders, and Contract Documents will be available electronically Monday, October 8, 2018 and official copies will be on file and may be inspected at:

Sebring Airport Authority
128 Authority Lane
Sebring, Florida 33870
(863) 655-6444

For bidding purposes, Bidding, Instructions to Bidders, and Contract Documents for the project may only be obtained electronically from ATKINS, 482 South Keller Road, Orlando FL, 32810-6101. Requests should be directed to ATKINS Aviation Services – Kevin McCauley – kevin.mccauley@atkinsglobal.com.

Mandatory Pre-Bid Conference
A Pre-Bid Conference will be held at 10:00 A.M., local time on Thursday, October 23rd, 2018 in the Sebring Airport Conference Room for the purposes of answering questions, discussing the project, and reviewing the project site. Attendance at this conference by an appropriate contractor representative is mandatory. Neither the Owner nor the Engineer shall be responsible for disseminating information discussed at this meeting except as issued by Addendum.

A site visit of the construction site will be scheduled immediately following the Pre-Bidding Conference. It will be the responsibility of the contractor to provide transportation for this site visit. No other scheduled tours or visits of the project site will be scheduled.

Legal Provisions
This is anticipated to be a federally assisted construction project and, therefore, numerous federal and state laws apply to the submission of bids and performance of the work. While some of these laws are highlighted below, Bidders are encouraged to familiarize themselves with the obligations imposed by these laws. Any contract awarded for this project shall be contingent upon receipt of the federal funds.

Contract Clauses. The successful Bidder shall 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.

Goals for Minority and Female Participation – Executive Order 11246 and 41 CFR Part 60:

2. The goals for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

   Goals for minority participation for each trade: 11.1%
   Goals for female participation in each trade: 2.5%

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

Certification of Nonsegregated Facilities – 41 CFR Part 60: A certification of Nonsegregated Facilities must be submitted prior to the award of a federally-assisted construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

Contractors receiving federally assisted construction contract awards exceeding $10,000, which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause. The penalty for making false statements in offers in prescribed in 18 U.S.C. 1001.

Disadvantaged Business Enterprise – 49 CFR Part 26: The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. In accordance with 49 CFR Part 26.45, the sponsor has established a contract goal of 11.1 percent participation for small business concerns owned and controlled by certified socially and economically disadvantaged enterprise (DBE). The bidder shall make and document good faith efforts, as defined in Appendix A of 49 CFR Part 26, to meet this established goal.

Debarment, Suspension, Ineligibility and Voluntary Exclusion – 49 CFR Part 29: The bidder certifies, by submission of a proposal or acceptance of a contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Individuals or companies listed in the General Services Administration’s "Excluded Parties Listing System" will not be considered for award of contract.
Public Entity Crimes:
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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 Fla. Stat. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Public Disclosure of Fees:
The Sebring Airport Authority neither imposes a permit requirement nor fee for the project.

Bid Security
Guarantee will be required with each bid as a certified check on a solvent bank or a bid bond in the amount of five (5) percent of the total amount of the bid, made payable to the Sebring Airport Authority.

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

Contract Time
Time for substantial completion for work under the base bid is 150 calendar days after the date when the Contract Time commences to run, with final completion and acceptance within 180 calendar days after the date when the Contract Time commences to run. This project is subject to liquidated damages as prescribed within the project manual.

Submittal of Proposals
Contractor shall submit an original, three (3) copies (collated in sets), and one (1) digitized copy on a thumb drive.

Additional information and instruction for submittal of a proposal are provided within the Instructions-to-Bidders.

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

The proposal must be made on the forms provided within the contract documents. Bidders must supply all required information prior to the time of bid opening.

Award of Contract
Award of the contract shall be made to the lowest responsible and responsive bidder, whose bid conforms to the written requirements of the Sponsor.

Bids may be held by the Sebring Airport Authority for a period not to exceed 120 days from the date of the bid opening for the purpose of evaluating bids prior to award of contract. By submitting a bid, each Bidder agrees that the bid shall remain valid for at least 120 days from the date of the bid opening.
Rights to waive any informality or irregularity in any bid or bid guaranty, to reject any or all bids, to re-bid the project, to award or refrain from awarding a contract for the work, and to negotiate with the apparent low and responsive bidder to such extent as may be beneficial to the Sebring Airport Authority, are reserved.

The official publication and invitation to bidders is hereby published this 8th of October, 2018.

Sebring Airport Authority

Mike Willingham, Executive Director
INSTRUCTIONS TO BIDDERS

Owner and Owner’s Representative
The Owner as stated herein refers to the Sebring Airport Authority.

The Owner’s authorized representative as stated herein refers to the Owner’s Consultant, Atkins, herein referred to as Engineer.

Bidder Representations
By submittal of a proposal (bid), the BIDDER represents the following:

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

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

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

Those individual elements of the Contract Documents that are bound together shall also be referred to as the Project Manual.

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

Modifications to Project Documents
Modifications to the project documents may only be made by written addendum issued by the Owner or the Engineer. Verbal explanations, interpretations or comments made by the Owner or Owner’s representative shall not be binding. Addenda will be transmitted to all known official plan holders. Each bidder shall certify at the time of bid submittal that they acknowledge receipt of all issued addenda.
Errors and Discrepancies in Project Documents
Should Bidder find an error, discrepancy, ambiguity or omission in the project documents prior to submittal of a proposal, the Bidder is obligated to contact the Owner or Engineer with written notice of the error, discrepancy, ambiguity or omission. The written notice shall identify the nature and location of the error, discrepancy, ambiguity or omission. Corrections or modifications to the project documents will only be made by written addendum as prescribed herein. By submittal of a Bid Proposal, Bidder represents that they have thoroughly reviewed the project documents and that they have not identified any error, discrepancy, ambiguity or omission that would affect cost, progress or performance of the project work.

Clarifications and Interpretations
A bidder requiring a clarification or interpretation of the project documents shall make a written request to the Owner or Engineer. The Owner or Engineer must receive the written request a minimum of seven (7) calendar days prior to the date of the bid opening.

Interpretations of Estimated Proposal Quantities
An estimate of quantities of work to be done and materials to be furnished under these specifications is stated within the project manual. This estimate is a result of careful calculations and is believed to be correct. The estimated quantities are given only as a basis for comparison of proposals and the award of contract. The Owner does not expressly or impliedly agree that the actual quantities involved will correspond exactly with the estimated quantities. The Bidder shall not plead misunderstandings or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled “Alteration of Work and Quantities” of the general provisions GP 40 without in any way invalidating the unit bid prices.

Examination of Plans, Specifications, and Site Conditions
As stated within the “Bidder Representations” and reaffirmed herein, the Bidder is expected to carefully examine the site of the proposed work, the proposal, drawings, specifications, terms and conditions of the proposed agreement and the form of agreement. The Bidder shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished and as to the requirements of the proposed contract. The submission of a 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.

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

a. Failure to comply with any pre-qualification regulations of the owner, if such regulations are cited or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactory settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to a prospective bidder.

c. Contractor default under previous contracts with the owner

d. Unsatisfactory work on previous contracts with the owner
Form of Proposal
All bid proposals shall be made on the forms provided by the Owner within Section B of the Project Manual, or by Addenda. No bidder may submit more than one proposal. All proposals are to be written in ink and shall be clearly legible. All blank spaces in the proposal forms shall be legibly completed for each and every bid item. The Bidder shall not qualify any bid item. The Bidder shall initial any erasures and alterations made on the proposal form by the bidder.

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

Signature of Proposal
The proposal shall be signed and dated by an authorized representative of the Bidder. All signatures shall be made with an ink pen. The Bidder’s representative shall have the legal authority to obligate and bind the Bidder to the terms and conditions of the contract. The Bidder shall legibly state the name of the Bidder’s representative, the legal name of the Bidder, the address of the Bidder including City, State and Zip Code, and the telephone number of the Bidder.

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

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

Any modification to a Bidder’s proposal, subject to the time constraint noted herein, must be made on the proposal forms contained in the project manual. The Bidder’s authorized representative must sign the modification. The modification shall be placed in a sealed envelope and the statement “Modification to Bid #18-06” shall be legibly marked in the upper left-hand corner. Withdrawal of a proposal may be made, subject to the time constraint noted herein, only with written confirmation under signature of the Bidder.

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

Disadvantage Business Enterprise (DBE)
The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. The Owner has established a DBE contract goal of 11.1 percent for this contract. Award of this contract will be conditioned upon satisfying the requirements of this
section. The Bidder/Offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to subcontract 11.1% of the dollar value of the prime contract to certified DBE firms as defined in 49 CFR Part 26. These requirements apply to all Bidders/Offerors, including those who qualify as a Disadvantaged Business Enterprise. Per the provisions of Federal Regulation 29 CFR Part 26.55, qualified DBE firms that subcontract work to a non-DBE firm shall deduct the amount of the non-DBE subcontract from the total amount of the DBE participation that counts toward meeting the Owner’s DBE participation goal.

All bidders shall submit the following information with their proposal on the forms provided in the project manual:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE firm will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the Bidder/Offeror’s commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Evidence of good faith efforts undertaken by the bidder, as described in the Federal Contract Provisions.

The successful Bidder will be required to provide written confirmation from the participating DBE firms verifying their intent to participate as in the project. This written confirmation shall be submitted prior to execution of the contract.

**Bidder Qualifications**

Each Bidder shall furnish the owner satisfactory evidence of their competency and financial capability to perform the proposed work. The Bidder shall demonstrate that they are a responsible firm that possesses the skills, abilities, and integrity to faithfully perform the project work. Evidence of competency shall consist of statements covering the Bidder’s past experience on similar work, a listing of plant and equipment immediately available for use on the project, and a listing of key personnel that are available for the project. The listing for plant and equipment shall identify the type, the capacity and the present condition of the item.

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

**Alternate Bids**

Bidder shall complete all blanks provided on the proposal forms.

**Submission of Bid Proposal**

Proposals shall be sent to arrive at the specified time and date for receipt of bids. Proposals received after the specified time will not receive consideration and will be returned unopened. Proposals shall be enclosed in a sealed opaque envelope. Each proposal shall be addressed to the office location identified in the Notice-to-bidders. The outside of the envelope shall be marked as follows:

```
Sealed Bid #18-06
Bid of: {Insert Name and Address of Bidder}
Proposal for: Track Reconstruction at the Sebring Regional Airport
To be opened at: Sebring Airport Authority
```
For a modification to a previously submitted proposal, insert “Modification to Bid #18-06 in place of Sealed Bid #18-06”.

The envelope shall contain a signed original of the following forms found in Section B of the Project Manual:

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<td>B5</td>
<td>Proposal Bond</td>
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**Bid Opening**

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

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the Owner’s posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee of Owner or Board member of Owner concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

**Evaluation of Proposals**

Proposals may be held by the Owner for purposes of review and evaluation by the Owner for a period not to exceed 120 calendar days from the stated date for receipt of bids. The Owner will tabulate all bids and verify proper extension of unit costs. The Bidder shall honor their proposal for the duration of this period of review and evaluation. The bid guaranty will be held by the Owner until this period of review has expired or a contract has been formally executed.

**Bid Informalities and Irregularities**

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

**Irregular Proposals**

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

**Disqualification of Bid Proposals**
The Owner reserves the right to reject any or all bids, as determined to be in the best interest of the Owner. Causes for rejection of proposals include but are not limited to:

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

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

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

**Award of Alternates**
Unless specifically stated, the Owner reserves the right to accept alternates in any order or combination, which in the judgment of the Owner, best serves the Owner’s interest.
Return of Bid Guaranty
The bid guaranty of the successful Bidder will be returned upon successful execution of the contract documents as specified herein. Failure by the successful Bidder to execute the contract documents within the specified time shall result in forfeiture of the bid guaranty. The bid guaranty of the second and third lowest responsible bidders will be retained for a period of 130 days pending the execution of the contract documents by the successful bidder.

Except as noted above, the bid guaranty of unsuccessful bidders will be returned at the point their proposal is rejected.

Contract Agreement
The successful Bidder shall execute the contract agreement in accordance with the accepted bid proposal within ten (10) calendar days of the date of the Notice of Award. Failure to execute the contract agreement within the specified time frame may result in the bid being awarded to the next low bidder and shall result in the forfeiture of the Bidder’s bid guarantee as a liquidated damage.

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

The executed bonds shall be delivered to the Owner within ten (10) calendar days from the date of contract execution. Bonds should not be executed prior to execution of the contract agreement. The bonds shall be issued by a solvent Surety, which is certified to operate within the State the project work is located and which is listed in the current issue of the U.S. Treasury Circular 570. If specifically requested by the Owner, the successful Bidder shall obtain and submit information on the surety’s financial strength rating.

Certificates of Insurance
The successful Bidder shall furnish to the Owner all required certificates of insurance as specified within the project manual.

DBE Affirmation
If not submitted with the proposal, the successful Bidder shall furnish, prior to execution of the contract agreement, written affirmation from each identified Disadvantaged Business Enterprise (DBE) firm of their intent to participate in the project.

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

Delivery of the fully executed Contract Agreement to the successful Bidder shall constitute the Owner’s approval to be bound by the successful Bidder’s proposal and all terms and conditions of the Contract Agreement.
Upon satisfactory execution of the contract by the successful Bidder and the Owner, all references to “Bidder” in the bid documents become equivalent to the term “Contractor”.

END OF SECTION ITB
SEBRING AIRPORT AUTHORITY
Sebring Regional Airport
Sebring, Florida

TRACK RECONSTRUCTION
BID #18-06 / FDOT FM #441677-1-94-01

TO: Owner

Sebring Airport Authority
128 Authority Lane
Sebring, Florida 33870

FROM: Bidder

Address

City/State/Zip

DATE:

1. The undersigned hereby certifies that he / she has examined the form of contract, plans and specifications, and other associated Contract Documents for the TRACK RECONSTRUCTION, copies of which are on file in the Office of the Executive Director, Sebring Airport Authority, Sebring Regional Airport, 128 Authority Lane, Sebring, Florida 33870. The undersigned further certifies that he/she has examined the site of the work, has determined for himself/herself the conditions affecting the work and subject to acceptance of the proposal, agrees to provide at his/her expense, all labor, insurance, superintendence, machinery, plant, equipment, tools, apparatus, appliances, and means of construction, and all materials and supplies complete the entire work, including work incidental thereto, in conformance with the plans, specifications, and associated contract documents.


3. The undersigned, in compliance with the Notice to Bidders / Invitation for Bids, hereby proposes to do the work called for in said contract and specifications and shown on said plans and to furnish all materials, tools, labor, and all appliances and appurtenances necessary for the said work at the following rates and prices:

4. The undersigned understands that the above quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluating the bids.

The contract will be awarded on the basis of items which comprise the attached Bid Schedule.
In the event any discrepancy exists between unit prices and total amount shown on the Standard Form of Bid, the unit prices shall govern.

5. It is understood that the schedule of minimum wage rates, as established by the Secretary of Labor and included in the Specifications, are to govern on this project, and the undersigned certifies that he or she has examined this schedule of wage rates and that the prices bid are based on such established wage rates.

6. The undersigned prime contractor, if not a certified DBE, hereby assures that they will make sufficient and reasonable efforts to meet the DBE goals, that they will subcontract **eleven point one percent** (11.1 %) of the dollar value of the prime contract to DBE firms, and that they will include the DBE clauses required by the sponsor's DBE Program in all subcontracts which offer subcontracting opportunities. The undersigned will complete and submit with the bid the attached DBE Participation Form, including a demonstration of a good faith effort if the DBE goal is not met.

7. The undersigned acknowledges a mandatory pre-bid meeting was held for this project. If the Contractor did not attend the pre-bid meeting his bid will be automatically disqualified.

8. The undersigned agree upon written notice of the acceptance of this bid, within one hundred and twenty (120) days after the opening of the bids, that he or she will execute the contract in accordance with the bid as accepted and give contract (Performance and Payment) bond on attached forms within ten (10) days after the prescribed forms are presented for signature.

   If awarded the contract, the undersigned agrees to commence and complete the construction in compliance with the terms stated in the Notice to Bidders / Invitation for Bids. The undersigned agrees to accept as full payment for the completed construction work an amount equal to the total of the prices as hereinafter set forth, subject to adjustments due to changes as may be officially ordered during the progress of the work.

9. The undersigned agrees that if awarded the contract, the work of construction shall be started not later than **10 calendar days** after receipt by the Contractor of the Notice to Proceed and shall be substantially complete within **150 calendar days**, subject to any extension of time that may be granted by the Sebring Airport Authority, with final completion and acceptance within **180 calendar days** after the date when the Contract Time commences to run. Failure to complete the work within the time period allowed shall subject the Contractor to a penalty of **Two Thousand Eight Hundred and 0/100 Dollars ($2,811) per day** for each calendar day after the period established for Substantial Completion, and a penalty of **Five hundred and 00/100 Dollars ($500)** for each calendar day after the period established for Final Completion, for which the work remains uncompleted beyond the allotted time period or extended time period.

10. As an evidence of good faith in submitting this proposal, the undersigned encloses a certified check or proposal bond in the amount of 5% of bid which, in case the undersigned refuses or fails to accept an award and to enter into a contract and file the required bonds within the prescribed time, shall be forfeited to the Sebring Airport Authority, as liquidated damages.

11. The undersigned certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The undersigned certifies further that he will not maintain or provide for his
employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or any other reason. The undersigned agrees that (except where he has obtained identical certifications from proposed subcontractor for specific time periods) he will obtain identical certifications from proposed subcontractors prior to award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

12. It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that the contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under Construction Safety and Health Standard (Title 29 Code of Federal Regulation, Part 1518) (36 F.R. 7340) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (82 Stat. 96).

13. The undersigned hereby declares that the only parties interested in this proposal are named herein, that this proposal is made without collusion with any other person, firm, or corporation, that no member of the Authority, officer or agent of the Authority, Airport, or City of Sebring, Florida, is directly or indirectly financially interested in this bid.

14. The undersigned acknowledges receipt of the following Addenda:

   Addendum No.: _________________    Date Received: _________________
   Addendum No.: _________________    Date Received: _________________
Dated and signed at __________________, _____________, this ___ day of ______________.

SIGNATURE OF BIDDER:

By __________________________________________

Name and Title of Authorized Agent

__________________________________________

Name of Company

__________________________________________

Address of Company

__________________________________________

City, State, Zip Code
BIDDER: ______________________________________     DATE: ___________

PROJECT: Track Reconstruction

CITY BID NO.: 18-06

FDOT FM NO.: 441677-1-94-01

<table>
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<tr>
<th>PAY ITEM</th>
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<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT / ITEM</th>
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<td>M-110-3.1</td>
<td>Mobilization</td>
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<td>F-162-5.2</td>
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<td>F-162-5.3</td>
<td>20’ Chain-Link Swing Gate dollars and cents</td>
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<td>T-904-5.1</td>
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<td>FDOT-710-11.1</td>
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<td>SF</td>
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<td>02851-4.01</td>
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<td>02851-4.02</td>
<td>Turnouts, #8</td>
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<td>02851-4.03</td>
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<td>02851-4.06</td>
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<td>02851-4.07</td>
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<td>02851-4.09</td>
<td>Crossing Panel dollars and cents</td>
<td>TF</td>
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TOTAL BID (amount in words):

Dollars and cents

($__________) (amount in numbers)

Dated and signed at _____: _____, this _______ day of ____________, 2018

_________________________ (Name of Bidder)

_________________________ (Authorized Signature)

_________________________ (Title)

_________________________ (Mailing Address)

_________________________ (City, State, Zip)

_________________________ (Federal ID No. or SS No.)

_________________________ (Phone Number)

_________________________ (email address)
EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT
as Required by 41 CFR 60-1.7(b)

The bidder (proposer) shall complete the following statement by checking the appropriate boxes. Failure to complete these blanks may be grounds for rejection of bids.

1. The bidder (proposer) has _______ has not _______ developed and has on file at each establishment Affirmative Action Programs pursuant to 41 CFR 60-1.4 and 41 CFR 60-2.

2. The bidder (proposer) has _______ has not _______ participated in any previous contract or subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended.

3. The bidder (proposer) has _______ has not _______ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).

4. The bidder (proposer) does _______ does not _______ employ fifty (50) or more employees.

________________________________________
(Name of Bidder)

BY: ________________________________________
(Signature)

TITLE: ________________________________________

DATE: ________________________________________
CERTIFICATION OF NONSEGREGATED FACILITIES

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

As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local customs, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding Ten Thousand Dollars ($10,000) which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certification in his files.

Signature of Contractor

_________________________________

Title

Date
PUBLIC ENTITY CRIME AFFIDAVIT

Any person submitting a quote, bid or proposal in response to this invitation must execute the enclosed form PUR. 7069, SWORN STATEMENT UNDER SECTION 287.133 (3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid or proposal. If you are submitting a quote, bid, or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy(s) of the form are executed by them and are included in your quote, bid or proposal. Corrections to the form will not be allowed after the quote, bid or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid or proposal may result in immediate disqualification of your bid or proposal.

The 1988 Florida Legislature passed Senate Bill 458 creating Sec. 287, 132-133, Florida Statutes, effective 7-1-89. Sec. 287.132 (3)(d), Florida Statutes requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Sec. 287.133, Florida Statute as 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 in Florida 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 with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statute for category two (currently $10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute.

Therefore, effective 10-1-90, prior to entering into a contract (formal contract or purchase order) in excess of the threshold amount of $10,000 to provide goods or services to the Sebring Airport Authority, a person shall file a sworn statement with the Executive Director. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

The inclusion of the sworn statement or affidavit shall be submitted concurrently with your quote or bid documents. Non-inclusion of this document may necessitate rejection of your quote or bid.
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, for the Track Reconstruction at Sebring Regional Airport, Sebring, Florida.

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 ________________.

3. My name is ________________________________ and my relationship to the entity named above is ________________________________.

4. I understand that a "public entity crime" as defined in Paragraph 287.133 (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 of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury 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:
   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. 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)(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, employees, members, and agents who are active in management of any entity.

Based on information and belief, the statement that 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 any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

Public Entity Crime Statement (Continued)

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, 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 officer 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 the ______ day of _____________ 20__.

NOTARY PUBLIC
My Commission expires: ______________________

END OF SECTION B2
BIDDER’S QUALIFICATIONS

Each bidder shall furnish with his bid the following completed and signed statements on "evidence of competency" and "evidence of financial responsibility" in accordance with General Provision 20-02. In addition, the Owner reserves the right to conduct such additional investigation into the competency and responsibility of the bidders (or any particular bidder) as the Owner may deem necessary.

1. Name of Bidder: ________________________________________________
2. Business address: ______________________________________________
   ________________________________________________________________
3. Telephone number: _____________________________________________
4. When organized: _______________________________________________
5. Where incorporated: _____________________________________________
6. How many years have you been engaged in the contracting business under the present firm name? ________
7. What is the type of construction work in which you are principally engaged?
   __________________________________________________________________
8. On separate sheet, list major contracts in past ten years.
9. On separate sheet, list equipment and plant available for this project.
11. Credit available for this Contract $___________________________
12. On a separate sheet, list all projects presently under Contract by name, gross amount, and percent complete.
13. Have you ever refused to sign a Contract at your original bid? ________________
14. Have you ever been declared in default on a Contract? ________________
15. Total amount of bonding capacity $___________________________
16. Total bonding capacity available for the project $___________________________
17. Remarks:
   __________________________________________________________________
   __________________________________________________________________
   __________________________________________________________________
(The above statements must be subscribed and sworn to before a Notary Public.)

Date: ______________________________
Firm Name: ______________________________
By: __________________________________ (Signature)
Title: __________________________________

STATE OF ______________________________
COUNTY OF ______________________________

Subscribed and sworn to before me, a Notary Public, in and for the County and State aforesaid by ______________________________ duly authorized so to sign this _____ day of _________________, 20__.

Notary Public

My Commission Expires: ______________________________

END OF SECTION B3
UTILIZATION STATEMENT
Disadvantage Business Enterprise

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. *(Please mark the appropriate box)*

☐ The bidder/offeror is committed to a minimum of ______% DBE utilization on this contract.

☐ The bidder/offeror, while unable to meet the DBE goal of ______%, hereby commits to a minimum of ______% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

Bidder's/Offeror's Firm Name

Signature ___________________________ Date ____________

### DBE UTILIZATION SUMMARY

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Contract Amount</th>
<th>DBE Amount</th>
<th>Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>DBE Prime Contractor</td>
<td>$_________ x 1.00 =</td>
<td>$_________</td>
<td>________%</td>
</tr>
<tr>
<td>DBE Subcontractor</td>
<td>$_________ x 1.00 =</td>
<td>$_________</td>
<td>________%</td>
</tr>
<tr>
<td>DBE Supplier</td>
<td>$_________ x 0.60 =</td>
<td>$_________</td>
<td>________%</td>
</tr>
<tr>
<td>DBE Manufacturer</td>
<td>$_________ x 1.00 =</td>
<td>$_________</td>
<td>________%</td>
</tr>
</tbody>
</table>

Total Amount DBE $_________ ________%

DBE Goal $_________ ________%

* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.
LETTER OF INTENT
Disadvantage Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer
Name: ________________________________
Address: ______________________________
City: __________ State: ______ Zip: ______

DBE Firm:
DBE Firm: ______________________________
Address: ______________________________
City: __________ State: ______ Zip: ______

DBE Contact Person:
Name: ____________________________ Phone: (____) ______

DBE Certifying Agency: ____________________________ Expiration Date: ______
Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification:
☐ Prime Contractor  ☐ Subcontractor  ☐ Joint Venture
☐ Manufacturer  ☐ Supplier

<table>
<thead>
<tr>
<th>Work item(s) to be performed by DBE</th>
<th>Description of Work Item</th>
<th>Quantity</th>
<th>Total</th>
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</tbody>
</table>

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: $__________________________  Percent of total contract: _____%

AFFIRMATION:
The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: ________________________________
(Signature) (Title)

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.
SEBRING AIRPORT AUTHORITY

PROPOSAL BOND

(NOT TO BE FILLED OUT IF A CERTIFIED OR CASHIER'S CHECK IS SUBMITTED)

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned bidder ________________, as Principal, and ________________________________, as a Corporation authorized under the laws of the State of Florida, and authorized to write this type of bond through a resident agent of the corporation located in the State of ________________, as surety, are held and firmly bound unto the Sebring Airport Authority in the sum of Dollars ($______________) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves and our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached proposal of for the improvement of airport facilities stipulated in said proposal in accordance with the Plans and Specifications provided therefore, is accepted and the Contract awarded to the above named Bidder, and the said Bidder shall within ten (10) calendar days after notice of said award enter into a Contract in writing and furnish the required Payment and Performance Bonds with surety, or sureties, to be approved by the Sebring Airport Authority this obligation shall be void. Otherwise, the same shall be in full force and virtue of law, and the full amount of this Proposal Bond will be paid to the Sebring Airport Authority as stipulated for liquidated damages.

Signed this ________ day of ______________________, 20___.

(PRINCIPAL MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY OR INDIVIDUAL)

Principal (Seal) By: ____________________________

__________________________________________

By: ____________________________

(Name and Title)

THIS PERSON SIGNING SHALL IN HIS OWN HANDWRITING SIGN THE PRINCIPAL’S NAME, AND HIS TITLE. BY WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE MUST, BY AFFIDAVIT AS CONTAINED HEREIN, SHOW HIS AUTHORITY TO BIND THE CORPORATION.

Surety (Seal) By: ____________________________

__________________________________________

(Name and Title)
CONTRACT

THIS CONTRACT made and entered into this _____ day of __________________, 20____, by and between the Sebring Airport Authority (the “Owner”) and ______________________ (the “Contractor”) concerns the project entitled TRACK RECONSTRUCTION.

WITNESSETH:

WHEREAS, the Owner has a project entitled TRACK RECONSTRUCTION, and Contractor is qualified to perform said construction (the “Project”); and

WHEREAS, the Contractor has submitted the lowest responsible and responsive bid for the Project at __Sebring Regional Airport__ and the Owner has awarded the Project to the Contractor; and

NOW, THEREFORE, in consideration of the sum of $ ( ) the mutual promises and covenants contained herein, as well as other good and valuable consideration not specifically mentioned, the parties agree as follows:

1. The Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Owner, hereby covenants and agrees to furnish and deliver all materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner, required to complete the Project within the time specified, in strict and entire conformity with the Plans, Technical Specifications and other Contract documents (Proposal documents, Legal Provisions, and Special Provisions), on file at the Office of the Executive Director, Sebring Airport Authority, Sebring Regional Airport, 128 Authority Lane, Sebring, Florida 33870, which are duly approved by the Owner and which said Plans, Specifications and other Contract documents are hereby made part of this Contract as fully and with the same effects as if the same had been set forth at length in the body of this Contract.

2. The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify and save harmless the Owner and the City of Sebring, Florida and all its officers and agents against and from all suits and costs of every kind and description, and from all damages to which the said Owner and the City of Sebring, Florida or any of their officers, agents or servants may be put, by reason of injury or death to persons or injury to property of other resulting from the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work, or through any act of omission on the part of the Contractor, or his or her agent or agents, employees or servants.

3. The Owner hereby agrees to pay to the Contractor for the said work, when fully completed, the total sum of $ ______________________ (_____________) (the said sum being the total of the Contractor’s bid, a copy of which is attached hereto and made a part hereof for all purposes), subject to such additions and deductions as may be provided for in the Contract Documents. In the event the bid contains multiple pay items, it is understood that the amount to be paid shall be the total based on the unit price, together with lump sum prices, contained in said bid, for the work actually completed.
4. Payments on accounts will be made as provided for in the Contract Documents.

5. The Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post audit thereof.

6. The Owner may unilaterally cancel this Contract and the goods and services thereunder in the event that the Contractor fails and refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Contract.

7. Any unit of provision of goods and services must be approved in writing by the Owner or its agent prior to payment.

8. The Contract documents provide the criteria and the final date for completion of the Project.

9. This Contract has been executed by the parties prior to the rendering of any goods or services by the Contractor.

10. The Contractor shall provide payment and performance bonds (the “Bonds”) to the Owner meeting the requirements of §255.05, Florida Statutes, in the sum of $____ (_____________) and shall cause the Bonds to be recorded with the Notice of Commencement in the Public Records of Highlands County, Florida.

11. This Contract shall be subordinate to any rule, regulation, order or law of the United States of America, the State of Florida or City of Sebring, Florida.

12. The Owner will use its best efforts to obtain the approval of the State of Florida and the FAA to this contract. If the Owner determinates that the same requires modifications in order to qualify for funding for the Project, the Contractor shall consent or the Owner shall have the right to terminate the Contract.

13. The Contractor and its employees shall promptly observe and comply with then applicable provisions of all Federal, State and local laws, rules and regulations which govern or apply to the goods and services rendered by Contractor hereunder, or to the wages paid by Contractor to its employees. Contractors shall require all of its subcontractors to comply with the provisions of this paragraph.

Contractor shall procure and keep in force during the term of this contract all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for Contractor to render its services hereunder. Contractor shall require all of its subcontractors to comply with the provisions of this paragraph.

14. All remedies provided in this Contract shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to any party at law or in equity. In the event one party shall prevail in any action (including appellate proceedings), at law or in equity arising hereunder, the losing party will pay all costs, expense, reasonable attorneys’ fees and all other actual and reasonable expenses incurred in the defense and/or prosecution of any legal or arbitration proceedings, including, but not limited to, those for paralegal, investigative and legal support services.
and actual fees charged by expert witnesses for testimony and analysis, incurred by the prevailing party referable thereto.

15. Contractor represents and warrants unto Owner that no officer, employee or agent of Owner has any interest, either directly or indirectly, in the business of Contractor to be conducted hereunder. Contractor further represents and warrants to Owner that it has not employed or retained any company person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract, and that it has not agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out this Contract. Contractor assures that it will insert the above provision in each of its subcontractor agreements relating to the services to be performed hereunder.

16. Contractor for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) in the furnishing of services to Owner hereunder, no person on the grounds of race, color, national origin, sex, age, disability, religion, or familial status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (2) Contractor shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – effectuation of Title VI, Title VII, and Title VIII of the Civil Rights Act of 1964, as said Regulations may be amended. Should Contractor authorize another person, with Owner’s prior written consent, to provide services to Owner hereunder, Contractor shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he or she is authorized to provide, undertake for such person the obligations contained in this section. Contractor shall furnish an original agreement to Owner.

Contractor will provide all information and reports required by said Regulations, or by 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 Owner of the United States of America and the State of Florida Department of Transportation to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Contractor is in the exclusive possession of another who alls or refused to furnish this information, Contractor shall so certify to Owner and the United States or the State of Florida, Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information. Contractor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of the Contract. In the event of breach of any of the above nondiscrimination covenants, Owner shall have the right to impose such contract sanctions as it or the United States or State of Florida Department of Transportation or other applicable government entity may determine to be appropriate, including withholding payments to Contractor under this Contract or canceling, terminating, or suspending this Contract in whole or in part. The rights granted to Owner by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.
Further, Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, national origin, sex, age, disability, religion, or familial status be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Such activities 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. Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services of any program or activity covered by this subpart. Contractor assures that it shall not discriminate on the grounds of race, color, national origin, sex, age, disability, religion, or familial status in the selection or retention of subcontractors. Contractor assures that it will require that its covered subcontractors provide assurances to Contractor that they similarly require assurances from their subcontractors, as required by CFR Part 152, Subpart E, to the same effect.

Owner may, from time to time, adopt additional or amended and nondiscrimination provides concerning the furnishing of services to the Airport, and Contractor agrees that it will adopt any such requirements as a part of this Contract.

17. Policy. It is the policy of the Owner and the United States or State of Florida Department of Transportation that disadvantaged business enterprises, as defined in the Owner’s Disadvantaged Business Enterprises (“DBE”) Participation Policy for services as defined in 49 CFR Part 26 shall have equal opportunity to participate in the performance of services contracts awarded by the Owner, including, but not limited to, contracts financed in whole or in part with federal or State funds under this Contract. Consequently, the requirements of the Owner’s DBE Participation Policy apply to this Contract.

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

Prompt Payment. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fourteen (14) days from the receipt of each payment the prime contractor receives from the Sebring Airport Authority. Payments not made to subcontractors within fourteen (14) days of the prime contractor’s receipt of payment shall bear interest at the rate of ten percent (10%) per annum, computed beginning on the 14th day after payment is due. The prime contractor agrees further to return retainage payments to each subcontractor within fourteen (14) 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 Sebring Airport Authority. The right to receive interest on a payment under this section is not an exclusive remedy, and this section does not modify any remedies available to any person under the terms of a contract or under any other statute. Sebring Airport Authority shall have the right to terminate the services of any obligor who fails to make prompt payment to any obligee. This clause applies to both DBE and non-DBE subcontractors.
DBE Obligation. The Contractor agrees to ensure that DBE/MWBE firms shall have the maximum opportunity to participate in the performance of contracts for subcontractor services, including, but not limited to, those projects financed in whole or in part with federal or state funds provided under this Contract. In this regard, the Contractor and all subcontractors shall take all necessary and reasonable steps in accordance with the Owner's DBE/MWBE Participation Policies to ensure that DBE/MWBE firms have the maximum opportunity to compete for and perform contracts. The Contractor and any subcontractors shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion, or familial status in the award and performance of Owner contracts.

18. Government Agencies which are not Parties. Neither the Federal Aviation Administration nor the Florida Department of Transportation has nor will they incur any obligations to Contractor under this Contract.

19. Headings. The headings of the sections of this Contract are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

20. Entire Agreement. This Contract, including all Contract documents, constitute the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

21. Amendment. This Contract shall not be amended or modified other than in writing signed by the parties hereto. Notwithstanding the foregoing, any Amendments that are not being paid for, in whole or in part, with funds granted by the United States or State of Florida Department of Transportation need not be approved by them.

22. Validity; Enforcement. The validity, interpretation, construction and effect of this Contract shall be in accordance with and be governed by the laws of the State of Florida. In the event any provision hereof shall be finally determined to be unenforceable, or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Contract which shall remain in full force and effect. This contract will be governed by and construed in accordance with the laws of the state of Florida and shall be enforced only in the Tenth Judicial Circuit, in and for Highlands County, Florida.

23. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Florida Statutes, a Contractor who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on contract to provide services for a public entity, may not be awarded a Contract and may not transact business with a public entity for services, the value of which exceeds $15,000.00 for a period of 36 months from the date of being placed on the convicted vendor list. Contractor hereby represents that it does not fall within the class of persons identified in the previous sentence such that Contractor would be precluded from entering this Contract.

24. Contract Work Hours and Safety Standards Act Requirements. The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in
Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Appropriate clauses can be found in AC 150/5100-6, Appendix 2.

25. **Copeland “Anti – Kickback” Act Requirements.** The Contractor will comply with the Copeland “Anti – Kickback” Act (18 U.S.C. 374) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repair of public work to give up any part of their compensation. The Owner must report all suspected or reported violations to the FAA. The appropriate provision can be found in AC 150/5100 – 6, Appendix 6.

26. **Breach of Contract Terms – Sanctions.** Any violation or breach of the terms of this Contract on the part of the Contractor or subcontractor may result in the suspension or termination of this Contract or such other action, which may be necessary to enforce the rights of the parties of this agreement.

27. **Trade Restriction Clauses.** The Contractor or Subcontractor, by submission of an offer and/or execution of a Contract, certifies that it:

   a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

   b. has not knowingly earned into any contract or subcontract for this project with a person that is a citizen or national or a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

   c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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 services of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Owner cancellation of the contract at no cost to the Government.

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 on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

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 written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 Owner cancellation of the Contract or subcontract for default at no cost to the Government.

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. This 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.

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

28. Termination of Contract

a) The Owner may, by written notice, terminate this Contract in whole or in part at any time, either for the Owner’s convenience or because of failure to fulfill the Contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performance of this Contract, whether completed or in process, shall be delivered to the Owner.

b) If the termination is for the convenience of the Owner, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c) If the termination is due to failure to fulfill the contractor’s obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Owner for any additional cost occasioned to the Sponsor thereby.

d) If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the Contract price shall be made as provided in paragraph 2 of this clause.

e) The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

29. Suspension and Debarment Requirements. The Contractor certifies, by submission of this proposal or acceptance of this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transaction, solicitations, proposals, contracts, and subcontracts. Where the
contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

30. Veteran’s Preference. In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam-era and disabled veterans. However, this preference may be given only where the individuals are available and qualified to perform the work to which the employment relates.
IN WITNESS WHEREOF, the Owner and Contractor hereto have executed this Contract on the day and date first above written in three counterparts, each deemed an original contract.

Signed, Sealed & Delivered in the Presence of:

Sebring Airport Authority

By: _______________________________
Title: ______________________________

As to Owner

Attest:
By: _______________________________
Title: ______________________________

As to Contractor

By: _______________________________
Title: ______________________________

Attest:
By: _______________________________
Title: ______________________________

Contractor shall indicate whether Corporation, Partnership, Company or Individual (Circle one)

The person signing shall, in his own handwriting, sign the principal’s name, his own name, and his title. Where the person signing for a corporation is other than the President or Vice President, he must by affidavit, as contained herein, show his authority to bind the corporation.
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PAYMENT BOND

BY THIS BOND, We, ____________________________, a Florida □ corporation or □ limited liability company, whose address is ____________________, and whose phone number is ____________________, as Principal, and ________________________________, a corporation, whose address is __________________________________________ and whose phone number is ____________________, as Surety, are bound to Sebring Airport Authority, herein called “Owner”, in the sum of __________________ Dollars and ___ Cents ($______________) regarding the Contract for the __________________________________ Project located at the Sebring Regional Airport in Sebring, Florida, for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____________, 2018, between Principal and Owner for the __________________________________ Project located at Sebring Regional Airport, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payment to all claimants, as defined in §255.05(1), Fla. Stat., supplying labor, materials, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that Owner sustains because of default by Principal under the contract, then this bond is void, otherwise it remains in full force.

Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in §255.05(1), Fla. Stat.

Any changes in or under the Contract Documents and compliance or non-compliance with formalities connected with contract or with the changes do not affect Surety’s obligation under this bond.

Dated _________________, 2018.

Principal: ____________________________

By: ________________________________

Title: _______________________________

Surety: ____________________________

By: ________________________________

Title: _______________________________

(corporate seal) (corporate seal)
SURETY BOND AFFIDAVIT

STATE OF __________________________
COUNTY OF __________________________

Before me, the undersigned authority, personally appeared __________________________ who, being duly sworn, deposes and says that he or she is a duly authorized (resident) (nonresident) insurance agent, properly licensed under the laws of the State of __________________________, to represent __________________________ of __________________________ (company name), a company authorized to make corporate surety bonds under the laws of the State of Florida.

Said __________________________ further certifies that as Attorney-In-Fact for the said he or she has signed the attached bond in the sum of __________________ Dollars and ___ Cents ($______________) on behalf of __________________________ covering the __________________________________________ Project at the Sebring Regional Airport, Highlands County, Sebring, Florida.

Said __________________________ further certifies that the premium on the said bond is __________________________, which has been paid in full direct to him as Attorney-In-Fact, and included in his or her regular accounts to the said __________________________, and that he or she will receive his or her regular commission of __________________ percent as Attorney-In-Fact for the execution of said Bond and that his or her commission will not be divided with anyone except as follows, percent to __________________________ (company name), who is duly authorized resident insurance agent and properly licensed under the laws of the State of Florida.

Countersigned:

Florida Resident Agent __________________________ Agent and Attorney-In-Fact __________________________

ACKNOWLEDGMENT FOR Attorney-In-Fact
Sworn to and subscribed before me this _______ day of __________________________, 2018.

Notary Public

My Commission expires: _________________
PERFORMANCE BOND

BY THIS BOND, We, ___________________________, a Florida □ corporation or □ limited liability company, whose address is __________________________, and whose phone number is __________________________, as Principal, and __________________________, a corporation, whose address is __________________________ and whose phone number is __________________________, as Surety, are bound to Sebring Airport Authority, herein called “Owner”, in the sum of __________________ Dollars and ___ Cents ($______________) regarding the Contract for the __________________________________________ Project located at the Sebring Regional Airport in Sebring, Florida, for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____________, 2018, between Principal and Owner for the __________________________________________ Project located at Sebring Regional Airport, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Pays Owner all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that Owner sustains because of default by Principal under the contract; and

3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in §255.05(1), Fla. Stat.

Any changes in or under the Contract Documents and compliance or non-compliance with formalities connected with contract or with the changes do not affect Surety’s obligation under this bond.

Dated ________________________, 2018.

Principal: Surety:

By: ___________________________ By: ___________________________

Title: ___________________________ Title: ___________________________

(corporate seal) (corporate seal)
SURETY BOND AFFIDAVIT

STATE OF ........................................
COUNTY OF ....................................

Before me, the undersigned authority, personally appeared __________________________ who, being duly sworn, deposes and says that he or she is a duly authorized (resident) (nonresident) insurance agent, properly licensed under the laws of the State of ___________________________, to represent __________________________ of __________________ with the law of Florida is named, a company authorized to make corporate surety bonds under the laws of the State of Florida.

Said ___________________________ further certifies that as Attorney-In-Fact for the said he or she has signed the attached bond in the sum of _____________________ Dollars and ___ Cents ($______________) n behalf of ____________________ covering the __________________________ Project at the Sebring Regional Airport, Highlands County, Sebring, Florida.

Said ___________________________ further certifies that the premium on the said bond is __________________________, which has been paid in full direct to him as Attorney-In-Fact, and included in his or her regular accounts to the said __________________________, and that he or she will receive his or her regular commission of ______________ percent as Attorney-In-Fact for the execution of said Bond and that his or her commission will not be divided with anyone except as follows, percent to __________________________ (company name), who is duly authorized resident insurance agent and properly licensed under the laws of the State of Florida.

Countersigned:

Florida Resident Agent  Agent and Attorney-In-Fact

ACKNOWLEDGMENT FOR Attorney-In-Fact
Sworn to and subscribed before me this ______ day of ________________________, 2018.

Notary Public

My Commission expires: __________________
LEGAL PROVISIONS

Miscellaneous

Funding. Owner will use its best efforts to obtain the approval of the State of Florida and/or the FAA to this contract. If Owner determines that the same requires modifications in order to qualify for funding for the Project, the Contractor shall consent or the Owner shall have the right to terminate the Contract. This Project is contingent upon receipt of funding.

Licensing. Contractor shall procure and keep in force during the term of this contract all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for Contractor to render its services hereunder. Contractor shall require all of its subcontractors to comply with the provisions of this paragraph.

Contractor grants Owner an irrevocable license to utilize the plans and specifications generated by Contractor for this Project.

Legal Provisions and Certifications

To the extent applicable to this Project, Engineer, Consultant, Contractor, subcontractor, Architect and/or Design/Builder (collectively “Contractor”):

Conflict. Contractor represents and warrants unto Owner that no officer, employee or agent of Owner has any interest, either directly or indirectly, in the business of Contractor to be conducted hereunder. Contractor further represents and warrants to Owner that it has not employed or retained any company person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract, and that it has not agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out this Contract. Contractor assures that it will insert the above provision in each of its subcontractor agreements relating to the services to be performed hereunder.

Contractor and its employees shall promptly observe and comply with the applicable provisions of all Federal, State and local laws, rules and regulations which govern or apply to the goods and services rendered by Contractor hereunder, or to the wages paid by Contractor to its employees. Contractor shall require all of its subcontractors to comply with the provisions of this paragraph.

CIVIL RIGHTS ACT OF 1964, TITLE VI – 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:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination 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.
1.2 Nondiscrimination. 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.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 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 Owner 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 Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
   b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 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 Owner or 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 supplier as a result of such direction, the contractor may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) in the furnishing of services to Owner hereunder, no person on the grounds of race, color, national origin, sex, age, disability, religion, or familial status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (2) Contractor shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – effectuation of Title VI and Title VIII of the Civil Rights Act of 1964, as said Regulations may be amended. Should Contractor authorize another person, with Owner’s prior written consent, to provide services to Owner hereunder, Contractor shall obtain from such person a written agreement pursuant to which such person shall, with respect to the
services which he or she is authorized to provide, undertake for such person the obligations contained in this section. Contractor shall furnish an original agreement to Owner.

Further, Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, national origin, sex, age, disability, religion, or familial status be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Such activities 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. Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services of any program or activity covered by this subpart. Contractor assures that it shall not discriminate on the grounds of race, color, national origin, sex, age, disability, religion, or familial status in the selection or retention of subcontractors. Contractor assures that it will require that its covered subcontractors provide assurances to Contractor that they similarly require assurances from their subcontractors, as required by CFR Part 152, Subpart E, to the same effect.

Owner may, from time to time, adopt additional or amended and nondiscrimination provisions concerning the furnishing of services to the Owner, and Contractor agrees that it will adopt any such requirements as a part of this Contract.

Non-Discrimination. Contractor for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

1. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
2. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination;
3. That Contractor shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, Owner shall have the right to terminate this Contract. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:
During the performance of this contract, the contractor agrees as follows:

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

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

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

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

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

(a) Requirements for prime contractors and subcontractors:

(1) Each prime contractor and subcontractor shall file annually, on or before the September 30, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress or such form as may hereafter be promulgated in its place if such prime contractor or subcontractor (i) is not exempt from the provisions of these regulations in accordance with Sec. 60-1.5; (ii) has 50 or more employees; (iii) is a prime contractor or first tier subcontractor; and (iv) has a contract, subcontract or purchase order amounting to $50,000 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: Provided, That any subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets requirements of paragraphs (a)(1) (i), (ii), and (iv) of this section.

(2) Each person required by Sec. 60-1.7(a)(1) to submit reports shall file such a report with the contracting or administering agency within 30 days after the award to him of a contract or subcontract, unless such person has submitted such a report within 12 months preceding the date of the award. Subsequent reports shall be submitted annually in accordance with Sec. 60-1.7(a)(1), or at such other intervals as the Deputy Assistant Secretary may require. The Deputy Assistant Secretary may extend the time for filing any report.

(3) Failure to file timely, complete and accurate reports as required constitutes noncompliance with the prime contractor's or subcontractor's obligations under the equal opportunity clause and this contract.

(b) Requirements for bidders or prospective contractors:

(1) Certification of compliance with Part 60-2: Affirmative Action Programs. Each agency shall require each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or in writing at the outset of negotiations for the contract: (i) Whether it has developed and has on file at each establishment affirmative action programs pursuant to Part 60-2 of this chapter; (ii) whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; (iii) whether it has filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

(2) Additional information. A bidder or prospective prime contractor or proposed subcontractor shall be required to submit such information as the Deputy Assistant Secretary requests prior to the award of the contract or subcontract. When a determination has been made to award the contract or subcontract to a specific contractor, such contractor shall be required, prior to award, or after the award, or both, to furnish such other information as the applicant or the Deputy Assistant Secretary requests.
1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
   c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
   d. "Minority" includes:
      (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
      (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
      (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided within these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

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

   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

   c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

   d. Provide immediate written notification to the Director when the union or unions
with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
I. Conduct, at least annually, an inventory and evaluation at least of all minority and
female personnel, for promotional opportunities and encourage these employees to
seek or to prepare for, through appropriate training, etc., such opportunities.

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

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

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

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

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

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

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

11. The contractor shall not enter into any subcontract with any person or firm debarred from
Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these
specifications and of the Equal Opportunity Clause, including suspension, termination, and
cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982.
SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire /lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the Owner or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the Owner or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
CERTIFICATION OF NONSEGREGATED FACILITIES - 41 CFR PART 60-1.8

Notice to Prospective Federally Assisted Construction Contractors:

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

2. Contractors receiving federally-assisted construction contract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities:

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding $10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

2. Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from
proposed subcontractors for specific time periods) she or he 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 she or he will retain such certifications in his files.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION - 41 CFR PART 60-2


2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

   Timetables

   Goals for minority participation for each trade 11.1%
   Goals for female participation in each trade 2.5%

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 female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the Sebring Regional Airport and Industrial Park located in Sebring, Highlands County, Florida.
LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

1. No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, “Disclosure of Lobby Activities,” in accordance with its instructions.

Accounting/Records. Contractor will provide all information and reports required by said Regulations, or by 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 Owner or other governmental agency to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Contractor is in the exclusive possession of another who fails or refused to furnish this information, Contractor shall so certify and shall set forth what efforts it has made to obtain the information. Contractor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of the Contract. In the event of breach of any of the above nondiscrimination covenants, Owner shall have the right to impose such contract sanctions as it or other applicable government entity may determine to be appropriate, including with-holding payments to Contractor under this Contract or canceling, terminating, or suspending this Contract in whole or in part. The rights granted to Owner by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT
REQUIREMENTS 29 CFR PART 5

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

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, 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 above.

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

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

**ACCESS TO RECORDS AND REPORTS**

The Owner, as well as the public pursuant to Florida Statutes Chapter 119, shall have access to any books, documents, paper, and records including payroll records and associated basic data of the Contractor, which are directly pertinent to the specific Contract for the purposes of making an audit, examination, excerpts, and transcriptions.

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

**DISADVANTAGED BUSINESS ENTERPRISES**

**Policy.** It is the policy of the Owner and the United States or State of Florida Department of Transportation that disadvantaged business enterprises, as defined in the Owner's Disadvantaged Business Enterprises ("DBE") Participation Policy for services as defined in 49 CFR Part 26 shall have equal opportunity to participate in the performance of services contracts awarded by the Owner, including, but not limited to, contracts financed in whole or in part with federal or State funds under this Contract. Consequently, the requirements of the Owner’s DBE Participation Policy apply to this Contract.

**Contract Assurance (§26.13).** The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
Prompt Payment. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fourteen (14) days from the receipt of each payment the prime contractor receives from Sebring Airport Authority. Payments not made to subcontractors within fourteen (14) days of the prime contractor’s receipt of payment shall bear interest at the rate of ten percent (10%) per annum, computed beginning on the 14th day after payment is due. The prime contractor agrees further to return retainage payments to each subcontractor within fourteen (14) 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 Sebring Airport Authority. The right to receive interest on a payment under this section is not an exclusive remedy, and this section does not modify any remedies available to any person under the terms of a contract or under any other statute. Sebring Airport Authority shall have the right to terminate the services of any obligor who fails to make prompt payment to any obligee. This clause applies to both DBE and non-DBE subcontractors.

DBE Obligation. The Contractor agrees to ensure that DBE/MWBE firms shall have the maximum opportunity to participate in the performance of contracts for subcontractor services, including, but not limited to, those projects financed in whole or in part with federal or state funds provided under this Contract. In this regard, the Contractor and all subcontractors shall take all necessary and reasonable steps in accordance with the Owner’s DBE/MWBE Participation Policies to ensure that DBE/MWBE firms have the maximum opportunity to compete for and perform contracts. The Contractor and any subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Owner contracts.

DBE Administration.

1. Eligibility of DBE’s: Those firms currently certified as DBE’s by the Florida Department of Transportation are eligible to participate as DBE’s on this contract. A list of these firms can be obtained from the State, the consulting engineer, or the Sponsor. Firms certified as DBE’s by other states, or other U.S. DOT recipients are subject to the sponsor’s acceptance. A bidder may request a review of a potential DBE prior to the bid opening. The bidder should allow ten working days for the sponsor's determination regarding certification of the potential DBE. Previous acceptance of a DBE by the FAA, State or Sponsor does not ensure acceptance on this project.

2. Counting DBE Participation Towards DBE Goals: DBE participation toward attainment of the goal will be computed on the basis of the subcontract prices agreed to between the contractor and subcontractors for the contract items or portions of items being sublet, as shown on the DBE Participation Form and attachments. Credit will only be given for use of DBE’s that are certified or accepted according to this specification. DBE participation shall be counted toward meeting the DBE goal in accordance with the following:

a. Commercially Useful Function: The Sponsor shall count toward the DBE goal only those expenditures to DBE’s that perform a commercially useful function in the work of the contract. A DBE performs a commercially useful function when it is responsible for execution of a distinct element of work by actually performing, managing, and supervising that work. To determine if a DBE is performing a commercially useful function, the amount of work subcontracted, industry practices, and other relevant factors will be evaluated. If consistent with industry practices, a DBE shall enter into a subcontract or other contractual written agreement. A DBE Contractor may subcontract a portion of the work up to the amount allowed under standard subcontracting contract provisions of normal
industry practices. A DBE is presumed not to be performing a commercially useful function if the DBE is performing outside these guidelines.

b. Materials and Supplies: The Sponsor shall count toward the DBE goal the expenditures for materials and supplies obtained from DBE suppliers and manufacturers as described below. The DBE’s must assume the actual and contractual responsibility for the provision of the materials and supplies:

   (1) The entire expenditure to a DBE manufacturer will be counted toward the DBE goal. A manufacturer must operate or maintain a factory or establishment that produces on the premises the materials or supplies that are obtained by the contractor.

   (2) Sixty percent of expenditures to a DBE regular dealer will be counted toward the DBE goal. A regular dealer must perform a commercially useful function in the supply process including buying the materials or supplies, maintaining an inventory and regularly selling materials to the public. Bulk items such as steel, cement, gravel, stone and petroleum products need not be kept in stock, but the dealer must own or operate distribution equipment.

   (3) No credit will be given toward the DBE goal, if the prime contractor makes a direct payment to a non-DBE material supplier. However, it will be permissible for a material supplier to invoice the prime contractor and the DBE jointly and be paid by the prime contractor making remittance to the DBE firm and material supplier jointly.

   (4) No credit, toward the DBE goal, will be given for the cost of materials or equipment used in a DBE firm’s work when those costs are paid by a deduction from the prime contractor’s payment(s) to the DBE firm.

c. Owner-Operator Trucking: The Sponsor shall count toward the DBE goal, the entire delivery fee paid to DBE owner-operators performing trucking for the contractor, if they appear on the contractor's payroll and separate records are furnished to the Sponsor documenting the expenditures. The records shall include for each owner-operator; their social security number; driver's license number; vehicle registration number; current vehicle license number; truck number; and a complete record of the contract fees paid to them.

d. Joint Venture: When a joint venture contract is involved, the Sponsor shall count towards the DBE goal that portion of the contract total dollar value equal to the percentage of ownership and control of each DBE firm within the joint venture. Such crediting is subject to the sponsor’s acceptance of the joint venture agreement. The Bidder must furnish the joint venture agreement with the DBE Participation Form. The joint venture agreement must include a detailed breakdown of the following:

   (1) Contract responsibility of the DBE for specific contract items of work,
   (2) Capital participation by the DBE,
   (3) Specific equipment to be provided by the DBE,
   (4) Specific responsibilities of the DBE regarding control of the joint venture,
   (5) Specific workers and skills to be provided by the DBE, and
   (6) Percentage distribution to the DBE of the projected profit or loss incurred by the joint venture.
The joint venture must be certified by the sponsor prior to the sponsor submitting the proposal to the FAA. A copy of the sponsor's certification letter must be submitted to FAA along with the DBE Participation Form.

3. Award Documentation and Procedure: All bidders shall certify in the bid proposal their intent to meet or exceed the established goal or to demonstrate good faith efforts to meet the goal. Failure to make such certification or failure to demonstrate good faith efforts will render a bid non-responsive.

a. DBE Participation Form: The apparent successful bidder must submit with the bid the following information on the proposed DBE Participation Form attached to the Proposal. The information shall demonstrate the contractor's intended participation by certified DBE's. When the required information is not provided by the apparent low bidder the bid will be ruled non-responsive and will not be considered. The information furnished shall consist of:

   (1) The names, addresses, contact persons, phone numbers, and category of DBE firms to be used on the contract;
   (2) A list of the bid items of work to be performed by the DBE and the percent to be credited toward the DBE goal;
   (3) The dollar value of each of the DBE work items; and
   (4) If the DBE goal is not met, a statement of why the goal could not be met and a demonstration of the good faith efforts taken to meet the DBE goal.

b. Sponsor Evaluation: In selecting the lowest responsible bidder, the Sponsor will evaluate the DBE information provided with the bid. The Sponsor may request additional DBE information and may allow the bidders, up to 7 calendar days after bid submittal to supplement or resubmit information concerning their proposed DBE participation. Prior to awarding the contract the Sponsor will verify verbally and/or in writing that the information submitted by the apparent successful bidder is accurate and complete.

c. Good Faith Efforts: If the bidder is unable to meet the DBE goal, the bidder must submit evidence of good faith efforts taken to meet the goal. Good faith efforts conducted after the bid opening will not be considered adequate to fulfill these bid requirements. Good faith efforts may include but are not limited to:

   (1) Efforts to select portions of the work for performance by DBE's, in order to increase the likelihood of achieving the DBE goal. This can include, but is not limited to, breaking down contracts into economically feasible units to facilitate DBE participation. Selection of portions of work shall be at least equal to the DBE goal.

   (2) Written notification to individual DBE's likely to participate in the contract sent at least 7 calendar days prior to the bid opening. The notification shall list specific items or types of work and shall be sent to a reasonable number of DBE's qualified to participate in the contract.

   (3) Efforts to negotiate with DBE's for specific items of work including:

      (a) Names, addresses, and telephone numbers of DBE's who were contacted, the dates of initial contact and information on further contacts made to determine with certainty if the DBE's were
interested. Personal or phone contacts are expected;
(b) Description of the information provided to the DBE’s regarding the plans, specifications and estimated quantities for portions of the work to be performed;
(c) Individual statements as to why agreements with DBE’s were not reached; and
(d) Information on each DBE contacted but rejected and the reasons for the rejection.

(4) Efforts to assist the DBE’s that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.

(5) Documentation that qualified DBE’s are not available or not interested.

(6) Advertisements in general circulation media, trade association publications and disadvantaged-focus media concerning subcontracting opportunities.

(7) Efforts to use the services of available disadvantaged community organizations; disadvantaged contractor’s groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of DBE’s.

The demonstration of good faith efforts by the contractor must prove the contractor actively and aggressively sought out DBE’s to participate in the project. The following actions would not be considered acceptable reasons for failure to meet the DBE goal and would not constitute a good faith effort:

(1) The DBE was unable to provide adequate performance and/or payment bonds.
(2) A reasonable DBE bid was rejected based on price.
(3) The DBE would not agree to perform the subcontract work at the prime contractor’s unit bid price.
(4) Union versus non-union status of the DBE firm.
(5) The prime contractor would normally perform all or most of the work included in this contract.
(6) The prime contractor solicited DBE participation by mail only.

4. Post Award Compliance: If the contract is awarded on less than full DBE goal participation, the contractor is not relieved of the responsibility to make a determined effort to meet the full goal amount during the life of the contract. In such a case, the contractor shall continue good faith efforts throughout the life of the contract to increase the DBE participation to meet the contract goal.

If a DBE is unwilling or unable to perform the work specified, the contractor shall request from the Sponsor and FAA, relief from the obligation to use that DBE. Efforts will be made by the contractor to acquire from the DBE a letter which states the reason the DBE is unwilling or unable to complete its obligations under the project. If this results in a DBE contract shortfall, the contractor shall immediately take steps to obtain another certified DBE to perform an equal dollar value of allowable credit. If a new DBE cannot be found, the contractor shall submit evidence of good faith efforts within 15 calendar days of the request for relief. The contractor shall submit the new DBE’s name, address, work items
and the dollar amount of each item. The sponsor and the FAA shall approve the new DBE before the DBE starts work.

If the contractor fails to conform to the approved DBE participation or if it becomes evident that the remaining work will not meet the approved participation, then the contractor shall submit evidence showing either how the contractor intends to meet the DBE participation, or what circumstances have changed affecting the DBE participation. If the sponsor is not satisfied with the evidence, then liquidated damages may be assessed for the difference between the approved and actual DBE participation.

5. Records and Reports: The contractor shall keep records as necessary to determine compliance with the DBE obligations. The records shall include but are not limited to:

a. Record of DBE Participation: The names of disadvantaged and non-disadvantaged subcontractors, regular dealers, manufacturers, consultant and service agencies; the type of work or materials or services performed on or incorporated in the project; and the actual value of such work.

b. Efforts to Utilize DBE Firms: Documentation of all efforts made to seek out disadvantaged contractor organizations and individual disadvantaged contractors for work on this project. All correspondence, personal contacts, telephone calls, etc., to obtain the services of DBE's should be documented.

c. Final DBE Certification: Upon completion of the individual DBE firm's work, the prime contractor shall submit a certification attesting to the actual work performed by the DBE firm and the amount paid the DBE firm. This certification shall be signed by both the prime contractor and the DBE firm.

Energy Conservation Requirements. The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Rights To Inventions. All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Owner of the Federal grant under which this contract is executed.

Contract Time. If the Contractor persistently refuses or fails to recover lost time, to the extent that it becomes apparent that the Project shall not be completed within the Contract Time, the Owner may take such actions to terminate the Contract for default on the part of the Contractor, or to assign portions of the Work to other contractors or to require Contractor to hire sufficient skilled workers for Contractor to recover lost time and complete the Project on time. Any additional costs associated with this will be borne by original Contractor.

Owner has the right to refuse a subcontractor for good faith concern about the subcontractor’s competence, solvency or fitness to perform timely.

Owner’s Recourse. Written warranties made to the Owner are in addition to manufacturer’s warranties, 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.

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 have done so.”

Pursuant to §403.7065, Fla. Stat., Contractor shall procure products or materials with recycled content when the Florida Department of Management Services determines that those products or materials are available.

CERTIFICATION REGARDING DEBAREMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Contractor certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal 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 participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

ASSURANCE OF COMPLIANCE

The Contractor hereby agrees that it will comply with:

Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45
C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, 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 from the Department.

Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, 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 from the Department.

The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

SPONSOR CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS

All plans and specifications will be developed in accordance with all current applicable Federal standards and requirements, or state standard specifications developed under a federal grant, and no deviation from or modification to standards set forth in the advisory circulars will be allowed without prior approval of the FAA.

All equipment specifications will rely on the national standards as contained in the Advisory Circulars, without deviations, to the maximum extent possible. Specifications for the procurement of equipment for which there is no Federal specification or standard will be neither proprietary nor written to restrict competition. If there is no national standard, or if the national standard provides for a choice to be made, at least two manufacturers will assure that they can meet the specification. A deviation from the national standard will require FAA approval of the design standard modification.

All development to be included in any plans is depicted on an airport layout plan approved by FAA.

All development which is ineligible for AIP funding will either be omitted from the plans and specifications or costs associated with ineligible or AIP non-participating items will be separated and noted as non-AIP work and deducted from AIP project reimbursement requests.

Process control and acceptance tests required for any and all projects by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications.

If a value engineering clause is incorporated into any contract, concurrence will be obtained from FAA.

All plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally-approved environmental finding.
For all construction activities within or near aircraft operational areas, the applicable requirements contained in Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications. A safety/phasing plan will be prepared, and prior FAA concurrence will be obtained.

All projects will be physically completed without Federal participation in costs that are due to errors or omissions in the plans and specifications that were foreseeable at the time of the project design.

All Airport Layout Plan (ALP) revisions and proposals for facility construction clearance will include coordinates that are either surveyed or based on reference coordinates previously found acceptable to FAA. The coordinates will be verified and found consistent with the dimensions shown on the project/sketch ALP. The coordinates will be in terms of the North American Datum of 1983.

All elevations on ALP revisions and proposals for construction clearance will be within +/- 0.1 foot vertically and the vertical datum will be in terms of the National Geodetic Vertical Datum of 1929.

SPONSOR CERTIFICATION FOR CONSTRUCTION PROJECT FINAL ACCEPTANCE

General requirements for final acceptance and close-out of Federally funded construction projects are in 49 CFR 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the Grant Agreement and Contract Documents.

All personnel engaged in project administration, engineering supervision, and construction inspection and testing will be determined to be qualified and competent to perform the work.

All daily construction records will be kept by the resident engineer/construction inspector. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the Contractor, weather, equipment use, labor requirements, safety problems, and changes required.

All weekly payroll records and statements of compliance will be submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circular 150/5100-6 and 150/5100-15).

All complaints regarding the mandated Federal provisions set forth in the contract documents will be submitted to the Department of Labor.

All tests specified in the plans and specifications will be performed and the test results documented. A summary of test results will be available to FAA.

For all test results outside allowable tolerances, appropriate corrective actions will be taken.

All payments to the contractor will be made in compliance with contract provisions and verified by the sponsor’s internal audit of contract records kept by the resident engineer. If appropriate, all pay reduction factors required by the specifications will be applied in computing final payments and a summary of pay reductions will be available to FAA.

All projects will be accomplished without significant deviations, changes, or modifications from the developed plans and specifications, except where approval will be obtained from FAA.
All final project inspections will be conducted with representatives of the sponsor and the contractor. Project files will contain documentation of the final inspection.

All work in the Grant Agreement will be physically completed and corrective actions required as a result of the final inspection will be completed to the satisfaction of the construction contract and the sponsor.

As-built plans and an equipment inventory, if applicable, will be maintained as sponsor records. If requested, a revised airport layout plan will be made available to FAA prior to start of development.

All applicable closeout financial reports will be submitted to FAA within three (3) years of the date of grant.

SPONSOR CERTIFICATION FOR SEISMIC DESIGN AND CONSTRUCTION

49 CFR Part 41 sets forth the requirements in the design and construction of the building(s) to be financed with the assistance of the Federal Aviation Administration. Compliance will be met by adhering to at least one of the following accepted standards:

1. Model codes found to provide a level of seismic safety substantially equivalent to that provided by use of the 1988 National Earthquake Hazards Reduction Program (NEHRP) including:


2. Revisions to the model codes listed above that are substantially equivalent or exceed the then current or immediately preceding edition of the NEHRP recommended provisions, as it is updated, may be approved by the DOT Operating Administration to meet the requirements of 49 CFR Part 41.

3. State, county, local, or other jurisdictional building ordinances adopting and enforcing the model codes, listed above, in their entirety, without significant revisions or changes in the direction of less seismic safety, meet the requirement of 49 CFR Part 41.

The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration under the Title 49 U.S.C.

Payment of the United States' share of the allowable project costs will be made pursuant to and
in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States’ share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the Federal share of costs.

Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this condition.

Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.

**49 CFR SUBTITLE A (10-1-03 EDITION)**

Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).

Compliance with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S. C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

46 U.S. C. 1241(b)(1) and 46 CFR part 381 impose cargo preference requirements on the shipment of foreign made goods.


Section 105(f) of the Surface Transportation Assistance Act of 1982, section 106(c), of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR part 23 impose requirements for the participation of disadvantaged business enterprises.

Section 308 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1068(b)(2), authorizes the use of competitive negotiation for the purchase of rolling stock as appropriate.

A breach by Contractor or any subcontractor, vendor or supplier of any of the federal or state laws or regulations applicable to this Project may be grounds for termination of the contract, and possibly debarment as a contractor or subcontractor.

The provisions of these Additional Special Provisions shall control over any contrary provision in the Special Provisions or any other Contract Document.
Contractor waives any right of subrogation against Owner or Owner’s agents.
To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, and
Owner’s officers, directors, partners, agents, consultants, and employees from and against any
and all claims, costs, losses, and damages up to $10,000,000 (including but not limited to all fees
and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that
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 completed Construction), including
the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission
or reckless or intentional wrongdoing of Contractor or Contractor’s officers, directors, partners,
employees, or subcontractors. The parties agree that this limit on indemnification amount bears
a reasonable commercial relationship to the contract. In any action construing the scope or
nature of this indemnification, the court shall construe this provision to comply with Section
725.06, Florida Statutes, as amended.

Veteran’s Preference. In the employment of labor (except in executive, administrative, and
supervisory positions), preference shall be given to veterans of the Vietnam-era and disabled
veterans. However, this preference may be given only where the individuals are available and
qualified to perform the work to which the employment relates.

State Residents Preference.
(1) If state funds are utilized on this project, the Contractor shall give preference to the
employment of state residents in the performance of the work on the project if state residents
have substantially equal qualifications to those of nonresidents. A contract for construction
funded by local funds may contain such a provision.

(a) As used in this section, the term “substantially equal qualifications” means the
qualifications of two or more persons among whom the employer cannot make a
reasonable determination that the qualifications held by one person are better suited
for the position than the qualifications held by the other person or persons.

(b) A contractor required to employ state residents must contact the Agency for
Workforce Innovation to post the contractor’s employment needs in the state’s job
bank system.

(2) No contract shall be let to any person refusing to execute an agreement containing this
provision. However, in work involving the expenditure of federal aid funds, this section may not
be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor
preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any
other preference or discrimination among the citizens of the United States.

Punch List.
If the contract is for the provision of construction services, Owner shall provide for a single list of
items required to render the construction services complete, satisfactory, and acceptable
("punch list"). For construction projects having an estimated cost of less than $10,000,000, the
punch list shall be developed within thirty days after Contractor and Owner agree that the project
has achieved substantial completion. For construction projects having an estimated cost of
$10,000,000 or more, the punch list shall be created within sixty calendar days after Owner and
Contractor agree that the Contractor has achieved substantial completion. Owner shall provide
the punch list to Contractor not more than five days after the punch list is completed.

The final contract completion date must be at least thirty days after the delivery of the punch list.
If the punch list is not provided to the Contractor by the agreed upon date for delivery, the contract time for completion must be extended by the number of days that Owner exceeded the delivery date.

**Payment for Purchases of Construction Services.**

Owner hereby identifies Mike Willingham as the agent to whom the Contractor may submit its payment request or invoice or anyone that this agent designates in writing. A contractor’s submission of a payment request or invoice to the identified agent of Owner shall be stamped as received as provided in F.S. 218.74(1) and shall commence the time periods for payment or rejection of a payment request or invoice as provided herein. If a payment request or invoice does not meet the contract requirements, Owner must reject the payment request or invoice within twenty business days after the date on which the payment request or invoice is stamped as received as provided in F.S. 218.74(1). The rejection must be written and must specify the deficiency and the action necessary to make the payment request or invoice proper.

**Attorneys’ Fees and Costs.** In any judicial or alternative dispute resolution technique action to interpret or enforce any of the terms of this agreement, including any action by Owner to establish the right to indemnification, the parties agree that the prevailing party shall be entitled to an award of attorneys’ fees and costs payable by the non-prevailing party, whether such fees and costs are incurred before, during or after trial, appellate proceeding or post-judgment collections.

**DRUG FREE WORKPLACE PROVISIONS**

**Drug Free Workplace.** Contractor agrees to adopt an employee and applicant drug-testing program in the form of the program that follows, or another program compliant with Florida’s Workers’ Compensation Act, and to enforce and administer the program with respect to any and all the contractor’s employees while they are performing services on behalf of Sebring Airport whether on or off Airport property. The program must comply with the Florida Workers’ Compensation Act drug testing requirements which can disqualify contractor’s employees from receiving workers’ compensation benefits for work related injuries or illness if they test positive for the use of illegal drugs, legal but unauthorized drugs, or impairment from alcohol consumption. All costs of testing contractor’s employees shall be borne by contractor. If contractor already has a compliant program, please so certify to Sebring Airport in writing. If not, a program in the format that follows must be adopted by the contractor at once and contractor’s employees must be notified that the program will take effect after 60 days. Contractor must also notify its workers’ compensation insurance carrier of the adoption of the program in order to claim a 5% reduction in workers’ compensation insurance premiums while the program remains in effect.

**Form of program:**

**SEBRING AIRPORT AUTHORITY**

Approved By: John D. Haviland, Chairman

Title: DRUG-FREE WORKPLACE PROGRAM

Policy Number: HR 405
I. PURPOSE

This Sebring Airport Authority is committed to maintain a safe, healthy and productive work environment for all its employees; to provide professional services for its customers in a timely and efficient manner; to maintain the integrity and security of its equipment and workplace; and to perform all these functions in a fashion consistent with the interests and concerns of the community.

Pursuant to these corporate goals, the Sebring Airport Authority is committed to establishing a Drug-Free Workplace Program to ensure that we will have a drug- and alcohol-free workplace. This program is intended to comply with the Drug-Free Workplace Program requirements set forth in Section 440.102, Florida Statutes and the regulations promulgated by the State of Florida, Department of Labor and Employment Security, Division of Workers’ Compensation, and Federal Drug-Free Workplace Act of 1988.

To enforce the Sebring Airport Authority’s drug- and alcohol-free policies and programs, candidates for employment and current employees are required to submit to substance abuse testing under certain circumstances set forth herein.

II. SCOPE

This policy applies to candidates for employment and to Sebring Airport Authority employees in all job classifications at all locations.

III. EFFECTIVE DATE

The effective date of the Drug-Free Workplace Program is February 15, 1996 (Revised April 17, 2003).

IV. POLICY

A. It is our policy that the possession, use, consumption, sale, purchase, distribution, dispensation or manufacture by any employee of alcohol or any illegal drugs or illegally obtained drugs in the workplace, on Sebring Airport Authority premises or within its facilities, in the conduct of Sebring Airport Authority-related work off Sebring Airport Authority premises, or when operating Sebring Airport Authority vehicles on or off duty, is strictly prohibited. The foregoing prohibitions apply at all times during the workday, including mealtimes and break periods.

B. Nor will the Sebring Airport Authority permit any employee to report to work or to perform his or her duties, or to be on the Sebring Airport Authority’s premises or worksite, for any reason, with the presence of illegal or illegally obtained drugs or alcohol in his or her body, or while impaired or under the influence of any illegal drug or alcohol. For purposes of this policy, “impaired” or “under the influence”
means testing positive pursuant to the cutoff levels applicable to this policy and testing program.

C. The Sebring Airport Authority also does not permit any employee to report to work or to perform his or her duties while taking prescription or non-prescription medication which adversely affect the person's ability to safely and effectively perform his or her job functions. Employees are required to notify supervision in such instances, but need not disclose the medication being used or the medical condition involved.

D. Employees arrested or convicted of any criminal drug statute offense are required to report such arrests/convictions to the Executive Director within five (5) days of the arrest/conviction.

E. It is a condition of employment to abide by the terms of this policy. Any employee who violates this policy is subject to disciplinary action up to and including discharge.

V. TYPES OF TESTING

A. JOB APPLICANT TESTING

All job offers are contingent on the applicant successfully passing a drug test.

B. REASONABLE SUSPICION TESTING

When Sebring Airport Authority management or supervision has reasonable suspicion based on objective evidence to believe that an employee is using or has used drugs or alcohol in violation of the Sebring Airport Authority's policy. Such evidence may consist of, but is not limited to:

1. Observable phenomena while at work, such as direct observation of drug/alcohol use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol.

2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

3. A report of drug/alcohol use, provided by a reliable and credible source.

4. Evidence that an individual has tampered with a drug/alcohol test required by the Sebring Airport Authority.

5. Information that an employee has caused, contributed to, or been involved in an accident while at work. An employee, who is unable to submit to testing at the time of an accident due to the seriousness of his or her injuries, is required to provide the necessary authorization for obtaining hospital reports and other documentation that would indicate whether there were any drugs or alcohol in his or her body system. Alternatively, the consent form signed earlier by the employee will authorize testing in any circumstances.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs/alcohol while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

Within seven (7) days after testing based on reasonable suspicion, the supervisor who recommended the testing shall detail in writing on the Sebring Airport Authority's "Reasonable Suspicion Testing Report Form" the circumstances which formed the basis of his or her belief that reasonable suspicion existed to warrant the testing. A copy of this report shall be provided to the employee being tested upon request and the original copy of the report shall be kept confidential by the Sebring Airport Authority and retained for at least twelve (12) months.

C. ROUTINE FITNESS-FOR-DUTY TESTING

If the Sebring Airport Authority routinely schedules employee fitness-for-duty medical examinations (e.g., annual physical exam) pursuant to Sebring Airport Authority policy or routinely schedules medical examinations for all members of an employment classification or group, the employee must submit to a drug test as a part of the medical examination.

D. FOLLOW-UP TESTING

If in the course of employment an employee is required by the Sebring Airport Authority to enter an Employee Assistance Program for drug/alcohol-related problems or a drug/alcohol rehabilitation program, the employee must submit to drug testing as a follow-up to such program, at least once a year, without advance notice, for two years thereafter. Additional types of testing, such as random testing, may be required, as deemed necessary by the Sebring Airport Authority as a part of the follow-up testing. Other terms and conditions of continued employment may also be imposed.

E. RANDOM TESTING

Due to the safety-sensitive nature of the Airport Authority workplace and environment, employees will be subject to random testing pursuant to a computer generated random selection procedure.

VI. CONDITIONS OF TESTING

A. CONFIDENTIALITY

All information, interviews, reports, statements, memoranda, and drug test results, received by the Sebring Airport Authority in conjunction with this Drug Testing Program are considered confidential communications and such information will not be disclosed or released except as authorized pursuant to State law or regulations or written consent by the person tested.

B. CONSENT FORM

Each employee and applicant is required to sign at the inception of the Program and/or prior to any test a "Testing Consent Form" by which they voluntarily agree to be tested for drugs and alcohol as provided in this Program, and also release the Sebring Airport Authority from any liability related to the testing.
Authority and its employees from liability. Refusal to sign the consent form will result in the applicant's disqualification for further employment consideration, or the employee's termination from the Sebring Airport Authority's employment.

C. REFUSAL TO SUBMIT TO TESTING

Job applicants and employees are expected to cooperate fully in providing specimens and explanations, which may be subsequently required by this Policy. Failure to provide specimens, attempts to contaminate or adulterate specimens or otherwise interfere with Sebring Airport Authority procedures will be grounds for disciplinary action up to and including discharge or disqualification for further employment consideration. In the case of a "negative/dilute" test result, the donor will be required to immediately provide another specimen. A second negative/dilute result for a job applicant will disqualify the applicant from further employment consideration. A second negative/dilute result for an employee will subject the employee to immediate termination. An employee who is injured in the course and scope of his employment and who refuses to submit to a drug test, or who tests positive, in addition to the above, may forfeit his or her eligibility for Florida Workers' Compensation medical and indemnity benefits. Any Sebring Airport Authority group health/medical insurance in effect does not cover injuries sustained in the course and scope of employment.

VII. TESTING PROCEDURES

A. LICENSED/CERTIFIED LABORATORY

All drug testing will be conducted by a Sebring Airport Authority-designated laboratory, which is licensed by the State of Florida Agency for Health Care Administration or certified by the United States Department of Health and Human Services. The testing will be conducted with appropriate chain of custody procedures in place to ensure accuracy and continuity in specimen collection, handling, transfer and storage.

B. DRUGS TO BE TESTED

When testing is conducted in conjunction with this Program, the Sebring Airport Authority may test for any or all of the following drugs: amphetamines, barbiturates, benzodiazepines, cannabinoids, cocaine, ethyl alcohol, methadone, methaqualone, opiates, phencyclidine, and propoxyphene.

C. REPORTING MEDICATION, WHICH MAY ALTER, OR AFFECT A DRUG TEST RESULT

1. Each applicant/employee shall be provided an opportunity to report, both before and after being tested, the use of prescription or non-prescription medication which may alter or affect the outcome of a drug test, as well as any other information relevant to the drug test result. At that time, employees will be provided a list of the most common medications, by brand name or common name, as well as by chemical name, which may alter or affect a drug test result. The information provided by the employee or job applicant should be kept confidential by the employee or applicant and shall be reviewed only by a Medical Review Officer (MRO) interpreting any confirmed positive results.
2. Job applicants and employees have the right to consult with a Medical Review Officer (MRO) for technical information regarding prescription and non-prescription medication to determine whether the medication has affected a drug or alcohol test result.

D. COST OF TESTING

The Sebring Airport Authority will pay the costs of initial and confirmation drug testing which it requires of job applicants and employees. Applicants and employees shall pay the cost of any additional drug testing not required by the Sebring Airport Authority.

E. COLLECTION SITE AND LABORATORY ANALYSIS PROCEDURES

Security of the collection site, chain of custody procedures, privacy of the individual, collection control, integrity and identity of the specimen and transportation of the specimen to the laboratory, as well as all laboratory security, laboratory chain of custody, transporting and receiving of specimens, specimen processing, retesting, storage of specimens, instrument calibration and reporting of results, shall be in accordance with §112.0455, F.S., and its attendant rules as established by the State of Florida, Agency for Health Care Administration, Rule 59A-24, F.A.C. These procedures are intended to ensure that specimens are properly collected, identified and tested.

VIII. RELEASE AND REVIEW OF TEST RESULTS

A. MEDICAL REVIEW OFFICER (MRO)

The Sebring Airport Authority will engage a certified Medical Review Officer (MRO) who is a licensed physician, who will be responsible for receiving and reviewing all confirmed test results from the testing laboratory. The MRO will contact all positively tested individuals to inquire about possible prescriptive or over-the-counter medications or other factors, which could have caused a positive test result, and to provide technical assistance for the purpose of interpreting the result.

B. REPORTING RESULTS

1. The testing laboratory will report all drug test results to the MRO within seven (7) working days after receipt of the specimen by the laboratory, and must provide the MRO quantification of the test results upon request. Only specimens which are confirmed as positive on the confirmation test shall be reported positive to an MRO for a specific drug.

2. The MRO will notify the applicant/employee of a confirmed positive test result within three (3) days of receipt of the test result from the laboratory and will inquire whether prescriptive or over-the-counter medications or other factors could have caused the positive test result. The MRO may use a language interpreter to assist in communicating the drug test results with employees and job applicants.
3. If the MRO is unable to contact a positively tested donor within three (3) days of receipt of the test results from the laboratory, the MRO will contact the Sebring Airport Authority and request that the Sebring Airport Authority direct the donor to contact the MRO as soon as possible. If the MRO has not been contacted by the donor within two (2) days from the request to the Sebring Airport Authority, the MRO will verify the test result as positive. If the donor refuses to talk with the MRO regarding a positive test result, the MRO will validate the result as positive and annotate such refusal in the remarks section of the report.

4. The donor will have five (5) days from the date of notification to discuss the positive test result with the MRO and to submit information/documentation of use of prescription or over-the-counter medication or other factors relevant to the positive test result.

5. The MRO will notify the Sebring Airport Authority in writing of the verified test result, either negative, positive or unsatisfactory no more than seven (7) working days after the specimen was received by the lab. If the MRO determines that there is a legitimate medical explanation for the positive test result, the MRO will report a negative test result to the Sebring Airport Authority. However, should the MRO feel that the legal use of a medication would endanger the donor or others, or if the donor is in a safety sensitive or special risk position at the Sebring Airport Authority, then the MRO will report the test negative due to a validated prescription, but will request that the individual be placed in a position which would not threaten the safety of the donor or others.

C. EMPLOYER NOTICE TO DONOR OF TEST RESULTS

Within five (5) working days after receipt of a confirmed positive test result from the MRO, the Sebring Airport Authority will inform the donor in writing of such positive test results, the consequences of the results, and the options available to the donor, including the right to file an administrative or legal challenge. Upon request, a copy of the test results shall be provided to the donor.

IX. CHALLENGES TO TEST RESULTS

A. INTRA-ORGANIZATION CHALLENGE

1. The donor has five (5) working days after receiving notice from the Sebring Airport Authority of a confirmed positive test result, to submit information to the Sebring Airport Authority explaining or contesting the test result(s).

2. If the donor's explanation or challenge of a positive test result is deemed unsatisfactory by the Sebring Airport Authority, the Sebring Airport Authority shall within fifteen (15) days of receipt of the donor's explanation or challenge, provide the donor with a written explanation as to why his or her explanation is deemed unsatisfactory, along with the report of positive result(s). All such documentation shall be retained by the Sebring Airport Authority on a confidential basis for at least one (1) year.
B. ADMINISTRATIVE OR LEGAL CHALLENGE

The applicant/employee may undertake an administrative challenge of the test result by filing a claim for benefits with a Judge of Compensation Claims pursuant to Ch.440, F.S., or if no workplace injury has occurred, the donor may challenge the test result in a Court of competent jurisdiction. When a donor undertakes a challenge to the results of a test, it shall be his or her responsibility to notify the employer and testing laboratory of the challenge, and the testing sample shall be retained by the laboratory until the case is settled.

C. INDEPENDENT TESTING

In the event of a positive test result, the donor, during the 180-day period after written notification of a positive test result, may request independent testing at his/her own expense of a portion of the tested specimen for verification of the test result. The laboratory utilized for the independent testing must also be licensed by the State of Florida Agency for Health Care Administration or certified by the United States Department of Health and Human Services. The result(s) of the independent testing may be used in any administrative or legal challenge.

X. CONSEQUENCES OF POSITIVE TEST RESULTS/DISCIPLINARY ACTION

A. JOB APPLICANTS

If the results of a pre-employment drug test are confirmed positive, the job applicant will be disqualified from further employment consideration.

B. EMPLOYEES

1. Any employee whose test results are confirmed positive, will be subject to disciplinary action up to and including termination.

2. The Sebring Airport Authority reserves the right to suspend an employee without pay pending the release of the results of a drug test or the outcome of an investigation related to a violation of the Sebring Airport Authority's drug/alcohol-free workplace policy.

3. If an employee is injured in the course and scope of his or her employment and test results are confirmed positive, the employee, in addition to the above, may forfeit his or her eligibility for all medical and indemnity benefits under the Florida Workers' Compensation Act. Any Sebring Airport Authority group health/medical insurance in effect does not cover injuries sustained in the course or scope of employment.

4. Employees who are covered by a Collective Bargaining Agreement shall have recourse to any grievance procedure in the Agreement in the event disciplinary action is taken against them.

XI. DRUG/ALCOHOL-FREE WORKPLACE AWARENESS/EDUCATION PROGRAM
A. OBJECTIVE

This Awareness/Education Program is designed to help achieve the Sebring Airport Authority's goal of maintaining a drug/alcohol-free workplace.

B. ELEMENTS

1. Ongoing communications to Sebring Airport Authority employees and supervisory personnel that include educational and informational materials advising about the dangers of drug and alcohol use and/or abuse.

2. Display and distribution to Sebring Airport Authority employees of community service hot-line telephone numbers for employee assistance concerning drug and alcohol use and/or abuse.

3. Specific training of Sebring Airport Authority's management and supervisory personnel who are responsible for determining when an individual is subject to testing based on "reasonable suspicion." Such training will encompass the specific, contemporaneous physical, behavioral, and performance indications of probable drug use.

4. Annual education for all Sebring Airport Authority employees to assist them in identifying personal and emotional problems which may result in the misuse of alcohol or drugs. The course will include a presentation on the legal, social, physical and emotional consequences of misuse of alcohol or drugs.

5. Maintaining a current resource file of EAP providers, including alcohol and drug abuse programs, mental health providers, and various other entities designed to assist employees with personal or behavioral problems.

6. Advise employees of any EAP programs that the Sebring Airport Authority may have available, and provide a representative sampling of local drug/alcohol rehabilitation programs and employee assistance programs.

7. Provide notice of drug-testing on vacancy announcements for upcoming jobs.

8. Post Notice of Sebring Airport Authority's drug/alcohol-testing policy.

9. Make copies of drug/alcohol testing policy available for inspection by employees and job applicants.

XII. REHABILITATION

The Sebring Airport Authority supports sound treatment efforts. No employee will be retaliated against for voluntarily seeking assistance for problems relating to drug/alcohol use and/or abuse.
It is the Sebring Airport Authority’s desire that individuals will be allowed to address and resolve any drug- and alcohol-related problems on a confidential basis.

Should an employee realize that he or she has developed a dependence on drugs, alcohol or any controlled substance, he or she is advised to seek trained, professional assistance immediately. Employees are encouraged to seek rehabilitation on a voluntary and confidential basis (without disciplinary penalty) prior to any management action, to address and resolve any drug- and alcohol-related problems. However, if the employee works in a safety-sensitive position, it is incumbent upon the employee to inform his/her immediate supervisor of his/her entry into a rehabilitation program for drug and/or alcohol problem(s). The Sebring Airport Authority reserves the right to require an employee to use an EAP or drug rehabilitation program selected by the Sebring Airport Authority. In such cases, the Sebring Airport Authority will pay the cost of the program. In all other cases, the cost will be paid by the employee, unless it is covered by insurance.

In order to afford an effective means of helping employees deal with substance abuse which may be interfering with their job performance, the Sebring Airport Authority has contracted with an Employee Assistance Program (EAP) provider, FLORIDA HOSPITAL, which offers our employees and their families substance abuse treatment and rehabilitation services. Pertinent information regarding these services is available by contacting Florida Hospital, 4421 Sun ‘n Lake Boulevard, Suite A, Sebring, FL 33870, Help Line: 314-4357 (314-HELP) or by contacting the Sebring Airport Authority Representative Stephanie Murphy. You can use the EAP without informing the Sebring Airport Authority.

XIII. SEARCHES

A. SEARCH POLICY

In order to effectively implement the Sebring Airport Authority’s Drug-Free Workplace Program, the Sebring Airport Authority retains the right to conduct searches and inspections whenever there is objective evidence that an employee may be in possession of alcohol or any illegal drugs on Sebring Airport Authority property or within its facilities, or may otherwise be in violation of Sebring Airport Authority policy. It is not the intent of this policy, and the Sebring Airport Authority will not, conduct routine or random searches or inspections.

B. GUIDELINES

When searches or inspections are necessary, they will be conducted according to the following guidelines:

1. The search or inspection will be conducted by Airport security personnel.

2. The search or inspection will occur in the presence of a Drug-Free Workplace designee or the Executive Director and at least one witness of the Airport Authority's choice. The search or inspection may include the employee’s locker, clothing, vehicle, desk or any Airport Authority or personal property carried by or under control of the employee.

3. A list of contents of the area or items searched will be made and witnessed to protect the rights of the employee to that property.
4. If the search uncovers material, which is believed to be unauthorized drugs, alcohol or other prohibited items, the Sebring Airport Authority representative may confiscate the material. The employee will be given a receipt for any material taken. Authorized or lawful possessions of the employee will be returned.

5. Entry onto the Sebring Airport Authority premises (including the parking lot) constitutes consent to a search and inspection. In addition, the execution of a “Search Consent Form” will be required of each employee prior to a search or inspection. Refusal will result in the employee's termination from the Sebring Airport Authority's employment.

6. If a search or inspection reveals the presence of unauthorized alcohol or illegal drugs, the employee will be subject to immediate drug and alcohol testing, and disciplinary action, up to and including termination of employment.

XIV. CONCLUSION

It is in the best interests of the Sebring Airport Authority to maintain a workplace, which is free from the presence of alcohol and drugs and free from the impairments associated with alcohol and drug use and/or abuse. Our concerns with respect to employee safety and health, product quality, and integrity and security of our equipment and workplace require that we take an active approach to maintain a safe, healthful, drug- and alcohol-free work environment for all employees. In furtherance of these corporate goals, the Sebring Airport Authority has established this Drug-Free Workplace Program, which is intended to comply with the Drug-Free Workplace Program requirements under §440.102, F. S. and regulations promulgated by the State of Florida, Department of Labor and Employment Security, Division of Workers' Compensation and the Federal Drug-Free Workplace Act of 1988.

The policies and procedures set forth in the Sebring Airport Authority's Drug-Free Workplace Program constitute statements of policy only, and are not to be interpreted as a contract of employment between the Sebring Airport Authority and any of its employees. The Sebring Airport Authority reserves the right to change, modify, or delete any of the Program's provisions and policies at any time. The policies contained in this Drug-Free Workplace Program supersede all prior Sebring Airport Authority policies on substance abuse.

INSURANCE

The Consultant shall not commence work until it has obtained all insurance required under this paragraph and that insurance has been approved by SAA.

All insurance policies shall be issued by companies authorized or approved to do business under the laws of the State of Florida. The Consultant shall furnish Certificates of Insurance to SAA prior to the commencement of work. The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classifications required for strict compliance hereunder. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations hereunder.

The Consultant shall maintain comprehensive general liability insurance in the amount of
$1,000,000 per occurrence to protect the Consultant from claims of property damages which may arise from any operations hereunder whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain comprehensive automobile liability insurance in the amounts of $500,000 combined single limit for bodily injury and property damage to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

The Consultant shall maintain adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for SAA. All insurance, other than Professional Liability and Workman's Compensation, to be maintained by the Consultant shall specifically include SAA as an “Additional Insured”.
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SPECIAL PROVISIONS

SPECIAL PROVISION 1
AIRPORT SAFETY AND SECURITY REQUIREMENTS

A. General

The provisions of this Section and associated procedures are applicable within the boundaries of the Sebring Regional Airport. A complete understanding of all procedures and requirements contained herein is required to ensure safety and security during construction. Satisfying these safety and security requirements is a part of this contract and deviations from the requirements established herein will be sufficient cause for contract termination.

*The Contractor shall strictly limit his activities only to the immediate areas of work. Contractor employees and vehicles, and those of his sub-contractors, shall not be allowed onto Air Operations Areas (AOA) unless necessary for the execution of construction. Where work is required in the AOA, the Contractor shall comply with the requirements specified herein. Situational awareness is required at all times, and aircraft always have the right-of-way.* Required reference material associated with this Section includes:

- FAA AC 150/5200-18C, Airport Safety Self Inspection
- FAA AC 150/5370-2G, Operational Safety on Airport During Construction
- FAA AC 150/5210-5D, Painting, Marking, and Lighting of Vehicles Used on an Airport

Copies of each of these documents are included in the Project Manual.

B. Airport Safety and Security Coordinator

A qualified individual shall act as the duly authorized representative to coordinate safety and security issues for the duration of the contract. This individual will be responsible for the overall coordination of safety and security matters during construction and ensuring that all procedures and requirements are followed. The individual shall be physically present on the airport at all times during the period of construction when activity related to fulfilling the Contractor's responsibilities is taking place.

The Airport's point of contact is also responsible for coordinating all construction activity with any organizations prior to the start of construction at any location within the Project Area, at any time the construction schedule or procedure that would affect safety or security is altered and upon completion of work. In addition, the Airport's point of contact shall maintain a file of all advisories issued; periodically review advisories issued to assure currency and appropriately cancel portions of previously issued advisories when construction covered by that advisory is completed or otherwise terminated.

C. Contractor Safety and Security Coordinator

The Contractor shall appoint a qualified individual as its duly authorized representative to coordinate safety and security issues for the duration of the contract. The Contractor's point of contact shall thoroughly understand the safety and security requirements of the
contract and shall have sufficient authority to implement its provisions without significant deviation.

The Contractor shall be accountable for safety and security requirement compliance. The Contractor’s point of contact for safety and security shall be especially knowledgeable regarding the requirements of FAA AC’s 150/5200-18C and 150/5370-2G, Airport Self Inspection Guide and Operational Safety on Airports During Construction, respectively. The Contractor shall be thoroughly familiar with all applicable trade practices related to maintain safety and security during construction.

D. Construction Sequence

The Contractor shall submit a planned Sequence of Construction for Airport and Engineer review. The plan shall be linked to the Project Schedule showing milestones meeting the Substantial Completion and Final Completion Dates. The proposed construction sequence shall be developed to minimize possible adverse safety and security impacts. Upon acceptance by the Airport and Engineer, the Contractor may deviate from this sequence provided the Engineer authorizes the deviation in writing.

E. Traffic Control

1. Vehicle Identification - The Contractor shall establish and maintain a list of the minimum number of vehicles believed to be necessary for completing the work required in each area of construction. This list shall be submitted to the Airport Manager for permission to operate each vehicle on the list. To be authorized to operate on the airport each vehicle shall:

   a. **For work required inside the AOA, or within approach and departure surface**, vehicles shall be marked/flagged for high daytime visibility and lighted for nighttime operations. These vehicles shall display in full view above the vehicle a 3’x3’ or larger orange and white checkerboard flag, each check being 1’ square, for daytime identification. For nighttime identification each vehicle shall be equipped with a flashing amber (yellow) dome light, mounted on top of the vehicle and have an intensity that conforms to the requirement for maintenance or emergency vehicles. Vehicles that are not marked and/or lighted shall be escorted by a vehicle appropriately marked and/or lighted.

   All marking, lighting, and similar safety and/or security measures including providing escort vehicles shall be provided by the Contractor.

   b. Be identified with the name and/or logo of the Contractor and be of sufficient size to be identified at a distance. Vehicles needing intermittent identification could be marked with tape or with commercially available magnetically attached markers. Vehicles that are not appropriately identified shall be escorted by a vehicle that conforms to this requirement. Vehicles requiring escort shall be identified on the list.

   c. Be operated in a manner that does not compromise the safety of either landside or airsides airport operations. If, in the opinion of Airport staff or the
Engineer, any vehicle is operated in a manner not fully consistent with these requirements, the Owner has the right to restrict operation of the vehicle or prohibit its use on the airport.

2. Access to the Site of Construction

a. General Construction - the Contractor's access to the airport, employee parking and marshalling area(s) and route across the airport to the construction sites shall be as designated by the Owner. No other airport access point or cross-airport route shall be permitted unless approved in advance by the Owner. In addition, the following requirements are applicable:

(1) All Contractor traffic authorized to travel on the airport shall have been briefed as part of the Contractor's construction safety and security orientation program, be thoroughly familiar with the access procedures and route for travel or be escorted by personnel authorized by the Owner.

(2) Under no circumstance will Contractor personnel be permitted to drive their individually owned vehicles inside the Airport Operations Area. All vehicles must be parked in the area designated for employee parking; transportation to the work site shall be provided by the Contractor for those employees that are not otherwise occupying authorized vehicles.

(3) There shall be no free-movement access to the secure side of the Airport Operations Area by any Contractor employee for any reason unless that employee has functional need related to this construction project.

(4) In addition to the periodic policing of debris and cleanup of the site, the Contractor is responsible for the immediate cleanup of any debris generated along the construction site access route(s) as a result of construction related traffic or operations whether or not created by Contractor personnel.

(5) The Contractor shall arrange transportation for all employees between the designated marshalling area and each construction site, as necessary.

3. Material Suppliers, Subcontractors and Visitors - All material suppliers, subcontractors and visitors to the work site are obligated to follow the same safety and security operating procedures as the prime contractor. All material suppliers shall make their deliveries using the same access points and routes as the Contractor and shall be advised of the appropriate delivery procedures at the time the materials order is placed. If it is not practical to conform to the vehicle identification and/or safety and security orientation program requirements the Contractor shall be prepared to escort all suppliers, subcontractors and visitors while they are on the work site or within a secured area.
F. **Basis of Payment**

No separate payment shall be made for airport safety and security measures or personnel or materials related to this item and incidentally required to satisfy the specified objective(s). Adequate compensation shall be included by the Contractor in the contract prices bid for related pay items. This compensation shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

END OF SPECIAL PROVISION 1
SPECIAL PROVISIONS

SPECIAL PROVISION 2
UTILITIES

A. Description

The Contractor shall be responsible for the coordination and associated costs to protect existing facilities, utilities and features that may be impacted by the project.

B. General

Existing facilities, utilities and features depicted on the construction plans are not guaranteed to be accurate with respect to location, depth, condition or characteristics. Also, there may be additional facilities and features existing that could affect the construction of this project, which are not depicted or described in the construction plans. Prior to bidding, the Contractor shall make a thorough investigation of the project area to satisfy himself as to the location, condition and characteristics of any and all facilities and features, which may affect the work. No additional compensation will be made for any extra expense relating to an existing facility or feature. The Contractor hereby agrees to make no claims against the Owner, the Engineer, and their representatives relating to the existence or lack thereof, location, condition and/or characteristics of any existing facilities or features.

C. Protection of Existing Utilities

Electric power lines; telephone lines; computer cables; airport power and control cables may be located in the areas of construction. Disruption of these utilities could seriously disrupt the operation of the airport. Actual locations are uncertain, and the Contractor is required to verify all locations.

Power and control cables leading to and from any Navaids and other airport facilities shall be protected from any possible damage, including crossing with unauthorized equipment, etc. No grading will be permitted over the cables under any conditions unless shown on the drawings or approved through the Engineer.

These provisions intend to make perfectly clear the need for protection of Navaids and other airport facility cables by the Contractor at all times.

If damage occurs to any utilities, the Contractor may be assessed a fee of $2,000 liquidated damages per cut, which shall only represent the expense incurred by the Owner in coordinating the repair, and which shall not prevent the City, County or others from recovering from the Contractor costs or expenses of any other nature due to damages to utilities. The Contractor will also reimburse the appropriate utility owner for all material and labor costs to repair damaged utilities.

It is understood and agreed that the Owner and Engineer 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 exhibits or encountered in the work. Any inaccuracy or omission in such information will not relieve Contractor of his 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 Owner of all utility services or other facilities, of his plan of operations. In addition to the general notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in his plan of operation 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 the plan of operations. 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 Owners' point-of-contact no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity.

The Contractor's failure to give two (2) days notice may be cause to suspend construction 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 acceptable excavation methods within three (3) feet of the outside limits, at such points as may be required to insure protection from damage due to the Contractor's operations. Excavation methods could include the use of hand digging tools, the use of non-ferrous hand tools, and could exclude the use of long-handled metal spades.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper utility and the Airport, 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 Airport continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility Owner.

The Contractor shall bear all direct and indirect costs of damage and restoration of service to any utility service or facility due to his operations, whether or not due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor or his surety.

Airport owned facilities and properties and privately-owned facilities located on airport property, including underground cables, pavements, piping, buildings, turfed areas, vehicles and other facilities/improvements, that are damaged by the Contractor shall, at the election of the Owner, (1) be replaced/reppaired by the Contractor to the satisfaction of the Owner or (2) be replaced/reppaired by the Owner at the Contractor's expense.

END OF SPECIAL PROVISION 2
SPECIAL PROVISIONS

SPECIAL PROVISION 3
CONSTRUCTION AERIALS

1.1 SUMMARY

This Section includes administrative and procedural requirements for aerial photographs of the project construction site on a monthly basis.

1.2 SUBMITTALS

The Contractor shall submit monthly aerial photographs of the project site beginning with the start of construction and ending with final completion of the project. The photographs shall include five (5) views of the site. The Contractor shall submit one (1) copy of each view on an 8.5"x11" color print and a CD-ROM or thumb drive with minimum 24MP high resolution images of the photographs.

1.3 USAGE RIGHTS

Contractor shall understand that photographs generated become the exclusive property of the Authority and cannot be used or disclosed to any other entity or person for any purpose without the express written consent of the Authority.

END OF SPECIAL PROVISION 3
SPECIAL PROVISIONS

SPECIAL PROVISION 4
STAGING AND PHASING PROVISIONS FOR CONTRACTOR OPERATIONS

The Contractor shall prepare a written plan for his staging and phasing procedures in conformance with the Contract Drawings for all work. It shall be understood that the outline requirements presented are the minimum requirements. The Contractor is expected to provide added detailing as appropriate to fully inform the Engineer and the Owner of his/her intended method of operations and his/her schedules for proposed work.

The Engineer and the Owner reserve the right to make changes to this plan to facilitate changes to the airport operations, which are in the best interest of the airport.

All costs associated with preparing the storage and staging area site shall be borne by the Contractor. This includes, but is not limited to, preparation of the site, desired stabilization of the work yard surface, construction of any temporary utilities, driving surface for vehicle access, all security fencing, etc.

All costs associated with the restoring the storage and staging area site shall be borne by the Contractor.

END OF SPECIAL PROVISION 4
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SPECIAL PROVISIONS

SPECIAL PROVISION 5
TIME OF COMPLETION AND LIQUIDATED DAMAGES

A. General

This project is defined throughout the contract documents. The specific details pertaining to contract sequence and time are an important aspect of the project for planning of the various operational requirements of the airport. The Contractor shall be required to comply with the general intent of the phasing, scheduling and duration of the project as outlined in the contract documents or as otherwise approved by submittals allowed by the documents.

B. Construction Time

The construction plans and specifications set forth the time allocated to each of the elements of work required as part of this contract. The work shall be completed within the times established or as otherwise approved or liquidated damages in the amounts specified hereafter shall be assessed.

C. Construction Schedule

The Contractor shall prepare and submit a project schedule for his operations within the general limits and phasing restrictions included in the contract documents. This schedule shall be reviewed with the Owner, Engineer and Contractor in order to establish the final approved schedule as it relates to this Special Provision.

D. Liquidated Damages

Liquidated damages have been set at $3,447 per calendar day for failure to achieve Substantial Completion within the time specified. Upon satisfactorily achieving Substantial Completion, Liquidated damages have been set at $500 per calendar day for failure to achieve Final Completion within the time specified. The amount of liquidated damages is based upon the cost per day incurred by the Owner should the Contractor overrun the contract time.

END OF SPECIAL PROVISION 5
SPECIAL PROVISIONS

SPECIAL PROVISION 6
AIRPORT PROJECT PROCEDURES

A. **Permits**
Contractor shall be required to procure and pay for all construction permits if required, and arrange for all inspections and similar procedural items as required by the Authorities Having Jurisdiction (AHJ).

B. **Airport Operations**
Airport operations shall be maintained throughout this Contract. The Contractor shall in no way curtail or handicap normal operational characteristics of the airport facility except as specifically indicated and specified in these Contract Documents.

C. **Limits of Construction**
Any surface graded or disturbed outside the construction limits as shown on the plans will be restored and sodded or seeded and mulched as directed by the Engineer at the Contractor's expense.

D. **Construction Layout and Stakes**
The Contractor is wholly responsible for establishment of Construction Layout and Stakes as necessary for execution of his work. All controls provided in design documents shall be protected by the Contractor prior to the beginning and throughout the duration of construction.

E. **Verification of Existing Conditions**
Prior to bidding and commencing with construction, the Contractor shall familiarize himself as to the existing conditions. Should the Contractor discover any inaccuracies, errors or omissions between the actual existing conditions and the Contract Documents, he shall within seven (7) calendar days prior to Bid Opening, notify the Engineer in writing. Submission of Bid by the Contractor shall be held as an acceptance of the existing conditions by the Contractor.

F. **Safety and Protection**
1. Safety: Inasmuch as each work area will be accessible to and used by the public, the Owner and other companies doing business at the Airport during the construction period, it is the Contractor's responsibility to maintain each work area in a safe, hazard free condition at all times. Should the Owner find the area unsafe at any time, they will notify the Contractor, and the Contractor shall take whatever steps necessary to remedy the unsafe condition. Should the Contractor not be immediately available for corrective action, the Owner will remedy the problem and the Contractor shall reimburse the Owner for the expense of such correction.
2. Protection of Property: Fixed structures, equipment, paving, landscaping and vehicles (automobiles, trucks, etc.) shall be protected with appropriate measures to ensure maximum protection of all property and vehicles.

G. Pre-Construction Conference

Before beginning work at the site, the Contractor shall attend a pre-construction conference and bring with him the superintendent employed for this project. In the event the Contractor is unable to attend, he shall send a letter of introduction with the superintendent in which he advises the superintendent's full name and states that he is assigned to the project and will be in full responsible charge. This conference will be called by the Engineer, who will arrange for the Owner's representative (RPR) and other interested parties to be present. At this time, all parties will discuss the project under contract and prepare a program of procedure in keeping with requirements of the drawings and specifications. The superintendent will henceforth make every effort to expeditiously coordinate all phases of the work, including the required reporting procedure, to obtain the end result within the full purpose and intent of the drawings and specifications for the project.

H. Coordination and Progress Meetings

1. Construction Coordination and Progress Meetings: The Contractor / RPR will hold weekly general project coordination and progress meetings at regularly scheduled times convenient for all parties involved. These meetings are in addition to specific meetings held for other purposes, such as special project meetings and special preinstallation meetings. The Contractor will prepare in advance of the meetings for distribution and discussion, schedules of the prior week's work performed, and a two-week look-ahead of projected work. Each schedule shall show detail based on calendar day activities. The schedules shall also highlight critical path work, and / or work to be tracked that may cause impacts to the overall schedule for Substantial Completion. The schedules shall be updated for each weekly meeting. The RPR will require representation at each meeting by every party currently involved in coordination or planning for the work of the entire project. Meetings will be conducted in a manner which will resolve coordination problems.

2. The Contractor / RPR will record results of the meeting and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

I. Administrative/Supervisory Personnel

The Contractor shall provide a full-time Project Management Team consisting of a Project Manager, Project Superintendents and other supervisory personnel for the duration of the Project. The names and qualifications of this team for this work shall be submitted to the Owner prior to the Pre-Construction Conference. They shall have a minimum of five (5) years of experience on suitable projects of equal difficulty. Either the Project Manager or the Project Superintendent shall be at the construction site at all periods when work is in progress. This person shall have full authority to act in the Contractor's behalf. It is agreed and understood that, if requested in writing by the Owner, the Contractor shall replace any
member of the team with another meeting the required qualifications within three (3) days of the receipt of the request.

J. Special Reports

1. Reporting Unusual Events: When an event of an unusual and significant nature occurs at the site, the Contractor shall prepare and submit a special report to the Engineer. List chain of events, persons participating, response by the Contractor's personnel, an evaluation of the results or effects, and similar pertinent information. Advise the Owner and Engineer as soon as possible when such events are known.

2. Submit special reports directly to the Owner within one day of occurrence. Submit a copy of the report to the Engineer/RPR and other entities that are affected by the occurrence within one day of the occurrence.

K. Schedule of Work

1. Prepare and submit, in triplicate, for the Engineer's information, progress schedules for the work. Progress schedules shall relate to the entire project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the work. Progress schedules including a summary of the prior week's work, plus a two-week forecast of activities shall be updated weekly for discussion at the Coordination and Progress Meetings.

L. Progress Schedule

1. Preliminary Schedule: No less than five (5) days prior to the Pre-Construction Conference, the Contractor shall submit his preliminary network phasing diagram (Preliminary Schedule) indicating a comprehensive overview of the Project including activity line for each of the work segments to be performed at the site.

   a. Arrange the schedule to indicate required sequencing of work and to show time allowances for submittals, inspections, and similar time margins.

   b. The submitted schedule will be reviewed by the Engineer and Owner for conformance to Critical Dates and overall project completion time criteria. Lack of this information will be cause for rejection of the schedule.

   c. Following initial submittal of the schedule to and response by the Engineer, print and distribute the Progress Schedule to entities with a need-to-know responsibility, including two (2) copies to the Engineer. Revise at intervals matching payment requests, and redistribute and repost. Provide the copies required with payment requests.

M. Maintenance of Schedule

The Contractor's Progress Schedule must be submitted with each of the Contractor's Applications for Payment. The updated Progress Schedule shall not only indicate revisions to the Schedule for upcoming work but show "as-built" schedule progress data. The Engineer will not recommend for payment by the Owner an Application for Payment without the Contractor's submission of a Schedule Update.
1. If the Contractor’s Schedule Update reflects, or the Engineer determines, that the Contractor is at least ten percent (10%) behind the original Progress Schedule or fourteen (14) or more calendar days behind the original Progress Schedule for:

   a. the work as a whole;
   b. a major Contract item;
   c. an item of work which is on the critical path; or
   d. an item of work not on the original critical path that, because of the delay or anticipated delay became a critical path item;

then the Contractor must submit with the Monthly Schedule Update his proposed plan for bringing the work back on schedule and completing the Work within the Contract time.

2. The Contractor is required to revise the Progress Schedule promptly in accordance with the conditions of the work, subject to approval by the Owner and the Engineer.

3. The Contractor shall comply fully with all time and other requirements of the Contract Documents. Recommendation of an Application of Payment by the Engineer and payment thereon by the Owner, without the submission of a Monthly Schedule Update, shall not constitute a waiver of the requirements of such updates, nor shall it relieve the Contractor from the obligation to complete the Work within the Contract Time.

N. Changes in the Schedule

1. Minor Changes: Each week, prior to the weekly coordination meeting during the time of the contract, the Contractor shall notify the Engineer of any minor changes that are anticipated in the schedule for the following week.

2. Major Changes: If for any reason a major change in the approved schedule is anticipated, the Contractor shall make the necessary changes to the schedule and resubmit the revised schedule for approval. Copies of the approved schedule shall be posted in the Contractor’s field office with completed work identified in colored pencil.

O. Maintenance of Traffic

1. The Contractor shall not obstruct nor create a hazard to any traffic during the prosecution of the work and shall be responsible for repair of all damage to existing pavement or facilities caused by his operations.

2. Beginning date of Contractor's Responsibility: the Contractor's responsibility for maintenance of traffic shall begin on the day he starts the work and continue until Final Completion and Acceptance of the Project.

3. Sections Not Requiring Traffic Maintenance: the Contractor will not be required to maintain traffic over those portions of the Project where no work is to be accomplished or where construction operations will not affect aircraft operations. The Contractor, however, shall not obstruct nor create a hazard to any traffic during the
prosecution of the work and shall be responsible for repair of any damage to existing pavement or facilities caused by his operations.

4. Traffic During Construction: All construction vehicles are required to use existing traffic routes. Normal traffic lanes are not to be used as staging areas for arriving delivery vehicles. The Contractor’s employees shall utilize the designated Contractor employee parking area assigned by the Owner.

5. Contractor Signing: The Contractor may furnish and install construction traffic directional signs along the existing traffic route. The signs shall depict Contractor’s logo or name, directional arrows and “deliveries”. Signs shall be of sufficient size to have 6” high message and shall be located at each decision point. All signs and their locations shall be approved by the Engineer and Owner. NO OTHER SIGNS ARE PERMITTED.

6. Material Deliveries: The Contractor shall make his own material and equipment deliveries. **No deliveries inside the AOA shall be made by vendors or suppliers without escort by a representative of the Contractor.**

7. Notification: On days when construction traffic is expected to be extra heavy or when oversized pieces of equipment are to be delivered, give minimum forty-eight (48) hours notice to the Owner.

8. All Contractor’s material orders for delivery to the work site will use as a delivery address, the street name and number assigned to the access point onto the Airport. The name "SEBRING REGIONAL AIRPORT" shall not be used in the delivery address at any time. This will preclude delivery trucks from attempting delivery to the Owner, Airport Terminal, or from entering into aircraft operations areas inadvertently. All Contractor material orders for the work site shall be delivered to the areas designated as the Contractor’s receiving area. All deliveries shall be made only during the Contractor’s working hours.

9. Interference Request:
   a. The Contractor shall be responsible for notifying the Owner in writing and securing approval for any and all interruptions or interference with traffic (pedestrian, automobile or other necessary function) of the Airport.
   b. The request shall include a traffic control plan indicating barricades, lighting and flagmen where required.
   c. Such notification shall be made as soon as possible but in no case less than 48 hours prior to interference.
   d. It is suggested that the Contractor utilize a standard form addressed to the Owner with a blank space for a description of the interference, the exact area affected, the exact times and dates the interference will take place and blanks for the Owner’s approval. The forms shall be submitted in duplicate. No interference will be allowed until the Contractor has received back a copy of the approved interference request form.
10. **Personnel Traffic:**
   
a. **General:** All construction personnel shall be restricted to construction areas. They shall wear shirts with sleeves and long pants at all times.

b. **Use of Public Areas:** The Contractor’s workmen shall not utilize public areas for taking their "work breaks" or "lunch breaks". Areas for this purpose can be designated by the Owner upon request. No Public Toilets shall be used by any workmen at any time.

**P. Daily Clean-Up and Trash Removal**

1. Debris from this work shall be promptly removed from the site at least daily. It shall not be allowed to become a hazard to the safety of the public.

2. The Contractor shall be responsible for clean-up and trash removal. Accumulation of trash and debris will not be allowed and the Engineer/RPR may at any time direct the Contractor to immediately remove his trash and debris from the site of the work when in the opinion of the Owner such trash constitutes a nuisance or in any way hinders the work or the Airports operations. If the Contractor should fail to remove his trash and debris from the site of the work in a timely manner, the Owner may have this work performed and deduct the cost of such from Contractor’s payment.

**Q. Cleaning and Protection**

1. **General:** During handling and installation of work at the project site, clean and protect work in progress and adjoining work on the basis of continuous daily maintenance. Apply protective covering on installed work to ensure freedom from damage or deterioration.

2. Clean and perform maintenance on installed work as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

3. **Limiting Exposures of Work:** To the extent possible through appropriate control and protection methods, supervise performance of the work in such a manner and by such means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period. Such exposures include, where applicable, but not by way of limitation the following:

   a. Excessive static or dynamic loading
   b. Excessive internal or external pressures
   c. Solvents
   d. Chemicals
   e. Light
   f. Puncture
   g. Abrasion
   h. Heavy Traffic
   i. Soiling
j. Combustion

4. Protection of Improvements:
   a. Damage to Existing Facilities: Existing surfaces and materials of the Owner's property not requiring work by the Contract Documents that is damaged by the Contractor's operations shall be immediately repaired. Repaired surfaces and materials shall match existing adjacent undamaged surfaces and materials. Repair work shall be coordinated with the Engineer and Owner with regard to time and method.
   b. Accidental Demolition: All structures or parts thereof that may become damaged due to accident or Contractor's error shall be restored to their original condition at no cost to the Owner. Materials and equipment being used in the repair or replacement resulting from damage shall be new and shall perform at the manufacturer's published capacities. If the existing equipment or materials cannot be identified, or if unavailable, the selection of the replacement will be subject to approval by the Engineer in writing.

5. Overhead Protection
   a. No cranes or other construction equipment shall cross over non-construction personnel, their travel ways, vehicles, or ride systems.
   b. The plan of operation of cranes and other hoisting equipment shall be established in writing by the Contractor. This plan of operation shall be subject to approval by the Owner.

R. Conservation and Salvage
   1. General: It is a requirement for supervision and administration of the Work that construction operations be carried out with the maximum possible consideration given to conservation of energy, water and materials. In addition, maximum consideration shall be given to salvaging materials and equipment involved in performance of the work but not incorporated therein. Refer to other sections for required disposition of salvaged materials which are the Owner's property.

S. Testing Cost Borne by Owner
   If required, and unless otherwise specified herein, all initial construction "Quality Assurance" testing costs shall be borne by the Owner. An independent testing laboratory selected and responsible to the Engineer shall perform all "Quality Assurance" testing required by the technical specifications or as directed by the Owner and/or the Engineer.

T. Testing Cost Borne by Contractor
   The Contractor shall bear the cost of all "Quality Control" testing to include the following conditions:
   1. If substitute materials or equipment are proposed by the Contractor, he shall pay the cost of all tests which may be necessary to satisfy the Engineer that
specification requirements are satisfied. The Contractor shall pay for the Engineer's time spent in review and administrating such proposed substitution.

2. If materials or workmanship are used which fail to meet specification requirements, the Contractor shall pay the cost of all re-testing, including laboratory costs, deemed necessary by the Engineer to determine the safety or suitability of the material or element. The Contractor shall make arrangements with the Owner's Testing Laboratory to have all re-testing costs billed directly to the Contractor, unless otherwise directed by the Engineer in writing. The Contractor shall take prompt action to insure that all re-testing costs are paid in a reasonable time period.

3. The Contractor shall pay for all testing costs including, but not limited to, power, fuel, and equipment cost, which may be required for complete testing of all equipment and systems for proper operation.

4. The Contractor shall pay for all testing required for materials, job mix designs, equipment, structures and related items included in all shop drawings and other submittals as required by the Technical Specifications to be submitted and approved by the Engineer prior to construction.

U. Project Documentation

1. Project Drawings: The successful Contractor will be furnished, at no charge, two (2) copies of drawings and specifications plus PDFs of the same items on CD. Additional copies may be purchased at actual cost of reproduction and distribution.

A field set of drawings and specifications shall remain on the job site at all times and shall be available at all times to the Engineer. The field set shall be continuously updated to reflect the "as-built" condition of all work included in this Contract.

The Contractor shall immediately include plainly and conspicuously on the field set of drawings, and at appropriate paragraphs in the specifications, all changes or corrections made by addenda and change orders as they are issued.

Approved copies of all shop drawings and other submittals are to be kept on the job site at all times and shall be available at all times to the Engineer.

Changes and deviations from the existing conditions shall be submitted in writing for approval prior to installation. In no case shall any unspecified equipment or materials be installed without prior approval by the Engineer.

2. Record Documents:

a. Definition: Record copies are defined to include those documents or copies relating directly to performance of the work, which the Contractor is required to prepare or maintain for the Owner's records, recording the work as actually performed. In particular, record copies show changes in the work in relation to the way in which work was shown and specified by the original contract documents and show additional information of value to the Owner’s records but not indicated by the original Contract Documents.
Record copies include newly-prepared drawings (if any are specified), marked-up copies of contract drawings, shop drawings, specifications, addenda and change orders, marked-up product data submittals, record samples, field records for variable and concealed conditions such as excavations and foundations, and miscellaneous record information on work which is otherwise recorded only schematically or not at all.

b. Record Drawings: The Contractor shall maintain a set of Record Drawings at the job site. These shall be kept legible and current and shall be available for inspection at all times by the Engineer. Show all changes or work added on these Record Drawings in a contrasting color.

(1) Mark-up Procedure: During progress of the work, maintain a white-print set (blue-line or black-line) of contract drawings and shop drawings, with mark-up of actual installations which vary substantially from the work as originally shown. Mark whatever drawing is most capable of showing actual physical condition, fully and accurately. Where shop drawings are marked up, mark cross-reference on contract drawings at corresponding location. Mark with erasable colored pencil, using separate colors where feasible to distinguish between changes for different categories of work at the same general location. Mark-up important additional information, which was either shown schematically or omitted from original drawings. Give particular attention to information on work concealed, which would be difficult to identify or measure and record at a later date. Note alternate numbers, change order numbers and similar identification. Require each person preparing the mark-up to initial and date the mark-up and indicate the name of the firm. Label each sheet "PROJECT RECORD" in 1-1/2 inch high letters.

In showing changes in the work, use the same legends as used on the original drawings. Indicate exact locations by dimensions and exact elevations by job datum. Give dimensions from a permanent point.

(2) In preparation for certification of substantial completion on the last major portion of the work, review the completed mark-up of record drawings and shop drawings with the Engineer. If acceptable, the Engineer will date each updated drawing and label each sheet "PROJECT RECORD" in 1-1/2 inch high letters.

(3) Copies, Distribution: Upon completion of record drawings, the Contractor shall scan the documents in PDF Format. The mark-up set of prints maintained during the construction period shall then be bound in the same manner. The Engineer will retain one copy set.

c. Record Drawings shall contain the names, addresses and phone numbers of the General Contractor and the major subcontractors.
d. The Engineer shall be the sole judge of the acceptability of the Record Drawings. Receipt and acceptance of the As-Built drawings is a prerequisite for Final Payment.

3. Record Specifications

a. During the progress of the work, maintain one copy of specifications, including addenda, change orders and similar modifications issued in printed form during construction. Mark-up variations (of substance) in actual work in comparison with text of specifications and modifications as issued. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data where applicable. Upon completion of the mark-up, submit to the Engineer for the Owner’s records. Label the front cover "PROJECT RECORD" in 1-1/2-inch high letters.

4. Record Product Data

During progress of the work, maintain one copy of each product data submittal and mark up significant variations in the actual work in comparison with submitted information. Include both variations in product as delivered to site and variations from the manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and mark-ups of record drawings and specifications. Upon completion of the mark-up, submit a complete set of product data submittals to the Architect/Engineer for the Owner’s records. Label each data submittal "PROJECT RECORD" in 1-1/2-inch high letters.

5. Record Sample Submittal

Immediately prior to the date(s) of substantial completion, the Engineer and Owner's personnel will meet with the Contractor on site and will determine if any of the submitted samples maintained by the Contractor during progress of the work are to be transmitted to the Owner for record purposes. Comply with the Engineer’s instructions for packaging, identification marking and delivery to the Owner's sample storage space. Dispose of other samples in the manner specified for disposal of surplus and waste materials, unless otherwise indicated by the Engineer.

6. Miscellaneous Record Submittals

Refer to other sections of these specifications for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the work. Immediately prior to the date(s) 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 Engineer for the Owner’s records. Categories of requirements resulting in miscellaneous work records are recognized to include, but are not limited to, the following:
a. Required field records on excavations, foundations, underground construction, wells and similar work.

b. Accurate drawings showing locations and elevations of underground lines, including invert elevations of drainage piping, valves, tanks and manholes.

c. Surveys by a Registered Land Surveyor establishing lines and levels of finished construction.

e. Inspection and Test Reports: Where not processed as shop drawings or product data.

f. Asphalt or PCC concrete pavement or structural mix design record.

7. Project Closeout

Closeout is hereby defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by the Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in other sections. Time of closeout is directly related to substantial completion, and therefore may be a single time period for the entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. The time variation, if any, shall be applicable to other provisions of this section.

8. Prerequisites to Substantial Completion

a. Prior to requesting the Engineer's inspection for certification of substantial completion, for either the entire work or portions thereof, complete the following and list known exceptions in request:

   (1) In the progress payment request coincident with or first following the date claimed, show 100% completion for the portion of work claimed as "substantially completed", or list incomplete items, value of incompletion, and reasons for being incomplete.

   (2) Include supporting documentation for completion as indicated in the Contract Documents.

   (3) Submit statement showing accounting of changes to the Contract Sum.

   (4) Advise the Owner of pending insurance change-over requirements.

   (5) Obtain and submit releases enabling the Owner's full and unrestricted use of the work and access to services and utilities, including, where required, occupancy permits, operating certificates, and similar releases.
(6) Discontinue or change over and remove from the project site, temporary facilities and services, along with construction tools and facilities, and similar elements.

b. Inspection Procedures: Upon receipt of the Contractor's request, the Engineer will proceed with inspection or advise the Contractor of prerequisites not fulfilled. Following initial inspection, the Engineer will prepare a Certificate of Substantial Completion or advise the Contractor of the work which must be performed prior to issuance of the Certificate and will perform a repeat inspection when requested and assured by the Contractor that the work has been substantially completed. Results of the completed inspection will form the initial "punchlist" for final acceptance.

9. Prerequisites to Final Acceptance

a. Prior to requesting the Engineer's final inspection for certification of final acceptance as required by the General Provisions, the Contractor shall complete the following and list known exceptions in the request:

(1) Submit a certified copy of the Engineer's final punchlist of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the Engineer.

(2) Submit final meter readings for utilities, measured record of stored fuel, and similar data as of time of substantial completion or when the Owner took possession of and responsibility for corresponding elements of the work.

(3) Complete final cleaning up requirements, including touch-up of marred surfaces.

(4) Touch up and otherwise repair and restore marred exposed finishes.

b. Re-inspection Procedures: Following Substantial Completion, the Contractor shall correct or remedy all Punchlist items to the satisfaction of the Engineer and Owner within a **four (4)** week period after the Date of Substantial Completion. If subsequent inspections are necessary after the two-week period in order to eliminate all deficiencies, the cost of all subsequent inspections with respect to the Owner and Engineer's time shall be paid by the Contractor. When ready, the Contractor shall request in writing a final inspection of the work. Upon completion of re-inspection, the Engineer will prepare a Certificate of Final Acceptance or advise the Contractor of work not completed or obligations not fulfilled as required for Final Acceptance. If necessary, the procedures will be repeated.
10. Prerequisites to Final Payment

a. Final Payment: Final Payment will be made after final acceptance of the project by the Engineer and Owner upon request by the Contractor on condition that the Contractor:

(1) Furnish properly executed complete releases of lien from all materialmen and subcontractors who have furnished materials or labor for the Work and submit supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

(2) Furnish the Contractor's Affidavit of Release of Liens (2 copies) that all materialmen and subcontractors have been paid in full. In the event they have not been paid in full, the Owner shall retain a sufficient sum to pay them in full and at his option may make direct payment as provided in Chapter 84, Florida Statutes, as amended, to obtain complete releases of lien.

(3) Furnish Contractor's Affidavit of Debts and Claims (2 copies).

(4) Furnish required sets of record drawings and maintenance and operating instructions of new mechanical equipment.

(5) Furnish guarantees signed by subcontractors, material suppliers, and countersigned by the Contractor for operating equipment.

(6) Submit specific warranties, workmanship-maintenance bonds, maintenance agreements, final certifications and similar documents.

(7) Furnish a signed guarantee, in form acceptable to the Engineer and Owner agreeing to repair or replace as decided by the Engineer, all work and materials that prove defective within one (1) year (or more) from the date of final acceptance, including restoration of all other work damaged in making such repairs or replacements.

(8) Furnish Consent of Surety to final payment.

(9) Submit updated final statement, accounting for final changes to Contract Sum.

(10) Submit evidence of final, continuing insurance coverage complying with insurance requirements.

(11) Certify that all Social Security, Unemployment and all other taxes (City, State, Federal Government) have been paid.

(12) Provide receipt, as applicable, of affidavits certifying all labor standards of local, State, or Federal requirements have been complied with by the Contractor.
(13) Submit actual DBE participation percentages.

11. Record Document Submittals

Specific requirements for record documents are shown in the section, PROJECT RECORD DOCUMENTS. Other requirements are indicated in the General Provisions. General submittal requirements are indicated in "Submittals" sections. 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 Engineer's reference during normal working hours.

a. Record Drawings: The Contractor shall 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.

b. Record Specifications: Upon completion of mark-ups, submit to the Engineer for the Owner's records.

c. Record Product Data: Upon completion of mark-ups, submit complete sets to the Engineer for the Owner's records.

d. Record Sample Submittal: Comply with the Engineer's instructions for packaging, identification, marking and delivery to the Owner's sample storage space.

e. Miscellaneous Record Submittals: Complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Engineer for the Owner's records.

f. Maintenance Manuals: Complete, place in order, properly identify and submit to the Engineer for the Owner's records.

12. Closeout Procedures

General Operating and Maintenance Instructions: Arrange for each installer of work requiring continuing maintenance or operation, to meet with the Owner's personnel at the project site to provide basic instructions needed for proper operation and maintenance of the entire work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, materials, hazards, cleaning and similar procedures and facilities. Review maintenance and operations in relation with applicable warranties, agreements to maintain bonds, and similar continuing commitments.

V. Final Cleaning

1. Provide final cleaning of the work, at the time indicated, consisting of cleaning each surface or unit of work to normal "clean" condition in a manner acceptable to the Engineer and Owner.
2. Compliances: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, bury debris or excess materials on the Owner's property. Do not discharge volatile or other harmful or dangerous materials into drainage systems. Remove waste materials from site and dispose of in a lawful manner.

Where extra materials of value remaining after the completion of the associated work have become the Owner's property, dispose of these as directed by the Owner.

END OF SPECIAL PROVISION 6
SPECIAL PROVISIONS

SPECIAL PROVISION 7
INSURANCE REQUIREMENTS

A. General

The provisions of these insurance provisions are applicable within the boundaries of the Sebring Regional Airport. Satisfying these requirements is a part of this contract and no lesser limit deviations from the requirements established herein will be permitted under any circumstances.

Copies of applicable insurance certificates shall be required as a condition of the execution of the Contract. Meeting these requirements is a condition of the bid, and each bidder shall recognize that failure to meet this requirement subsequent to submitting a bid may subject the Contractor to forfeiture of his bid bond if he fails to execute the contract, including all stated insurance limits.

B. Required Insurance

The selected Contractor will be required to provide the following insurance coverage for operating on the airport property as listed below along with all other provisions for Responsibility to the Public as set forth in Section 70 of the General Conditions.

WORKER’S COMPENSATION:
Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include minimum levels Employer’s Liability with limits of One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, One Million Dollars ($1,000,000) policy limit for disease.

COMPREHENSIVE GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:
(Contractor/Vendor) shall maintain comprehensive general liability (CGL) insurance with limits of at least $1,000,000 of combined single limit for Bodily Injury and Property Damage and $1,000,000 annual aggregate. Coverage shall include Premises and Operations, Broad Form Contractual, Products and Completed Operations, Owners and Contractors Protective Liability (also known as Independent Contractors Liability), and when applicable include Explosion, Collapse and Underground Damage (XCU), and shall include Contingent Liability against claims arising out of subcontractors with the same minimum amount. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:
(Contractor/Vendor) shall maintain automobile liability insurance with limits of One Million Dollars ($1,000,000.00). Coverage shall include each accident for both bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

The Sebring Regional Airport shall be named as an additional insured on the Commercial General Liability and the Commercial Automobile Liability policies.
EVIDENCE OF INSURANCE:
The (Contractor/Vendor) shall furnish the Owner with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Owner is to be specifically included as an additional insured on all policies except Worker’s Compensation. Additional Insured Endorsement shall be provided to the Owner with the Certificate of Insurance. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance and endorsements must be on file with and approved by the Owner before the commencement of any work activities.

C. Basis of Payment

No separate payment shall be made for Insurance Requirements. All costs shall be deemed incidental to the Project.

END OF SPECIAL PROVISION 7
SPECIAL PROVISIONS

SPECIAL PROVISION 8
E-VERIFY SYSTEM EMPLOYMENT ELIGIBILITY

On January 4, 2011, Governor Rick Scott signed Executive Order Number 11-02, which requires state agencies to require use of the Department of Homeland Security’s E-Verify system to verify employment eligibility of employees to work in the United States. The E-Verify requirement is mandated to be included in this Contract for the Contractor’s and subcontractor’s employees. Therefore, the Contractor agrees to use the E-Verify system and provide such compliance information as may be required by the City and/or the State of Florida.

END OF SPECIAL PROVISION 8
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