



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, DECEMBER 20, 2022 AT 6:00 PM**

- 1. MEETING CALLED TO ORDER**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
- 3. PROCLAMATIONS AND SPECIAL PRESENTATIONS**
- 4. PUBLIC HEARINGS - FIRST AND SECOND READINGS**

- 4.A Public Hearing - Final Reading - An Ordinance amending the Zoning Map from City Planned Mixed Use Development (PMUD) to City Multiple Family Medium Density Residential (RC-1): Ivey Creek, ZMA-22-0006 - Proposed Ordinance 22-21

AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

DUE TO HURRICANE NICOLE AND ADVERTISING/NOTICE REQUIREMENTS, THIS ITEM IS CONTINUED TO THE JANUARY 17, 2023 CITY COMMISSION MEETING

- 5. PUBLIC HEARINGS**

- 5.A Resolution Approving an Inventory List of Municipally Owned Property
- 5.B Program Year 2021-2022 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

- 6. HEAR AUDIENCE**

Anything requiring a vote will be heard at a later time.

- 7. CONSENT AGENDA**

The consent agenda is a technique designed to expedite the handling of routine miscellaneous business of the City Commission. The City Commission in one motion may adopt the entire Consent Agenda. The motion for adoption is non-debatable and must receive unanimous approval. By request of any individual member, an item may be removed from the Consent Agenda for discussion.

- 7.A Approval of City Commission Minutes from the December 6, 2022 meeting
- 7.B Design Services Agreement with The Lunz Group for the City of Kissimmee Fire Station No. 15 Project
- 7.C Approval of Participation in Law Enforcement Support Office Program
- 7.D Approval to purchase Rescue Boats from Coastal Rescue Solutions
- 7.E Approval of the Agreement to select the Training Platform from NEOGOV

- 7.F Community Development Block Grant (CDBG) FY 2022 Funding Agreement and related subrecipient agreements for different programs - Dream Builders Summer Camp; Homeless Outreach and Navigation Program; Building Strong Families Continuing Education Program; and CHORE Program.
- 7.G JDC Shop Parcel - Final Plat (DRC# SR-22-0003)
- 7.H First Amendment to Economic Development Incentive Agreement - FL Coach Inc.
- 7.I 2022 Affordable Housing Advisory Committee (AHAC) Incentives Strategies Report - Review of Affordable Housing Incentive Strategies and Recommendations
- 7.J HOME Program Agreement Between the City of Kissimmee and Osceola Mental Health, Inc. DBA Park Place Behavioral Health Care (Dillingham Apartments) and Subordination Agreement
- 7.K Purchase of equipment from Stryker Medical for New Rescue 16
- 7.L Disposal of City Assets
- 7.M Amendment No. 13 to the Professional Service Agreement with AVCON, Inc.
- 7.N Recommendation to Award Construction Contract, Notice to Procure and Notice to Proceed to Hubbard Construction for Taxiway E Extension and Install Taxiway E Lighting
- 7.O Interlocal Agreement with Osceola County and Tohopekaliga Water Authority Pertaining to the Acquisition of Retail Water, Wastewater, and Reclaimed Water Retail Services of the Sunbridge Stewardship District.

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS CRA BOARD

- 8.A Approval of the first renewal of the Agreement with Artistic Holiday Designs for the design and installation of downtown holiday decorations.

CRA ADJOURNS AND RECONVENES AS CITY COMMISSION

- 8.B Advisory Board Vacancy - Board of Adjustment

9. HEAR CITY OFFICIALS

- 9.A CITY MANAGER
- 9.B CITY ATTORNEY
- 9.C CITY COMMISSION

10. ADJOURNMENT

In accordance with Florida Statutes 286.105: Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made.

In accordance with Florida State 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk, 101 Church Street, Kissimmee, Florida, (407) 518-2309.

ITEM 4.A

Public Hearing - Final Reading - An Ordinance amending the Zoning Map from City Planned Mixed Use Development (PMUD) to City Multiple Family Medium Density Residential (RC-1): Ivey Creek, ZMA-22-0006 - Proposed Ordinance 22-21

AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

DUE TO HURRICANE NICOLE AND ADVERTISING/NOTICE REQUIREMENTS, THIS ITEM IS CONTINUED TO THE JANUARY 17, 2023 CITY COMMISSION MEETING

Request

Explanation

Recommendation

DUE TO HURRICANE NICOLE AND ADVERTISING/NOTICE REQUIREMENTS, THIS ITEM IS CONTINUED TO THE JANUARY 17, 2023 CITY COMMISSION MEETING

REQUESTED CITY COMMISSION ACTION:

Department: Development Services

Presenter: Brenda Ryan

Attachment(s):

None

ITEM 5.A

Resolution Approving an Inventory List of Municipally Owned Property

Request

Approval of a Resolution adopting an inventory list of municipally owned property that is appropriate for use as affordable housing.

Explanation

Per Section 166.0451 of the Florida Statutes, municipalities in the State of Florida are required to prepare an inventory list of all municipally owned real property within its jurisdiction that is appropriate for use as affordable housing. During a recent review of all of the municipally owned properties, staff identified the following lots:

- 1) 219 N Randolph Avenue - Parcel ID Number 21-25-29-1690-000T-0029 (previously on the list)
- 2) Ernest Street - Parcel ID Number 28-25-29-2042-0001-00E0
- 3) 1007 Palmway Street - Parcel ID Number 22-25-29-1990-0019-0110
- 4) 504 Canterbury Lane - Parcel ID Number 28-25-29-1170-000A0180
- 5) Poinciana Circle - Parcel ID Number 15-25-29-1290-000A-0190

The Housing and Community Development staff presented its findings to the Affordable Housing Advisory Committee (AHAC) and they are also recommending adoption of the list. The recommendation is listed in the 2022 AHAC Report. The list must be reviewed and approved by the City Commission at a public hearing and it should be updated every three years. The inventory list will be updated again in 2025.

The final goal is to utilize the above properties to increase the supply of permanently affordable housing. Staff will bring back any future action on these properties to the City Commission for approval.

Recommendation

Staff recommends approval of a resolution adopting an inventory list of municipally owned property that is appropriate for use as affordable housing.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Frances DeJesus

Attachment(s):

1. (S) Resolution - Inventory List of Municipally Owned Property That is Appropriate For Use as Affordable Housing

RESOLUTION # _____

**A RESOLUTION OF THE CITY OF KISSIMMEE, FLORIDA
APPROVING AN INVENTORY LIST OF MUNICIPALLY
OWNED PROPERTY THAT IS APPROPRIATE FOR USE
AS AFFORDABLE HOUSING PURSUANT TO SECTION
166.0451, FLORIDA STATUTES; PROVIDING FOR
CONFLICTS; PROVIDING FOR SEVERABILITY;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Section 166.0451, Florida Statutes requires that municipalities in the State of Florida prepare an inventory list of all real property within its jurisdiction to which the City holds fee simple title that is appropriate for use as affordable housing; and

WHEREAS, the inventory list must include the address and legal description of the property and specify whether the property is vacant or improved.

WHEREAS, the City Commission must then review the inventory list at a public hearing and revise the inventory if necessary; and

WHEREAS, City Commission adopted Resolution 11-2007, as the initial inventory list which asserted the City had no available property appropriate for use as affordable housing; and

WHEREAS, every three (3) years the City Commission shall adopt a Resolution to update the inventory list; and

WHEREAS, City staff has reviewed the inventory of City-owned property, and has determined that the City owns property that is appropriate for use as affordable housing; and

WHEREAS, pursuant the City staff's review of the inventory of City-owned property, the City Commission accepts City staff's review, and hereby finds that the adoption of this Resolution is in conformance with the requirements of Section 166.0451, Florida Statutes; and

WHEREAS, the City Commission finds and declares that adoption of this Resolution is necessary, appropriate, and in the public interest of the citizens of the City of Kissimmee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA THAT:

Section 1. The foregoing WHEREAS clauses are hereby ratified and confirmed as being true and correct, and are hereby made a specific part of this Resolution.

Section 2. The City Commission of the City of Kissimmee, Florida, pursuant to Section 166.0451, Florida Statutes, hereby adopts the following inventory list of City owned property that is appropriate for use as affordable housing:

INVENTORY LIST

PARCEL ID NUMBER	ADDRESS	LEGAL DESCRIPTION	VACANT OR IMPROVED
21-25-29-1690-000T-0029	219 N Randolph Avenue, Kissimmee, Florida 34741	MATHEWS ADDN PB A PG 06 BLK T S 62.5 FT OF W 100 FT LOT 2	Vacant
28-25-29-2042-0001-00E0	Ernest Street	ROSEWOOD PB 6 PG 198 TRACT E R/W	Vacant
22-25-29-1990-0019-0110	1007 Palmway Street	POINSETTA PARK SUB OF BLK 19 LOT 11 PB 1 PG 260	Vacant
28-25-29-1170-000A0180	504 Canterbury Lane	CANTERBURY TERRACE PB 1 PG 305 BLK A LOT 18	Vacant
15-25-29-1290-000A-0190	Poinciana Circle	DELLWOOD PARK BLK A LOT 19	Vacant

Section 3. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 4. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Kissimmee, FL, this ____ day
of _____, 2022.

Attest:

City Commission
City of Kissimmee, Florida

Linda Hansell
City Clerk

Mayor Olga Gonzalez
Mayor-Commissioner

ITEM 5.B

Program Year 2021-2022 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

Request

Approval of the Program Year 2021-2022 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER).

Explanation

The Consolidated Annual Performance and Evaluation Report (CAPER) is required by the Department of Housing and Urban Development (HUD) to evaluate the City of Kissimmee's use of the Community Development Block Grant (CDBG) funds for the previous year. The report provides a summary of the accomplishments and an accounting of the allocation and expenditure of the CDBG funds. For the Program Year 2021-2022, the City of Kissimmee received \$769,084 in funding. Throughout the year, funds were provided to local partners and they were spent on addressing the city's affordable housing, public services, and public facilities and infrastructure previously identified goals and priority needs. The following accomplishments were met:

- \$80,000 for code enforcement activities intended to assist in the preservation of the existing housing stock and relevant commercial structures. It was anticipated that the activities were going to generate over 700 notices. Accomplishments: 699 cases were handled (of those, 335 were residential).
- \$50,000 to the Community Hope Center to assist at least 50 chronically homeless individuals and families through entry into a coordinated assessment system that provides ranking, referrals, and assistance such as rapid rehousing. Accomplishments: 150 persons were assisted.
- \$30,000 to the Parks and Recreation Department to provide full scholarships for homeless children to attend the City of Kissimmee's summer recreation program. Accomplishments: 50 children were assisted.
- \$155,268 was set aside to pay for the acquisition and/or rehabilitation of a motel/hotel or other multifamily housing site to be operated as an emergency shelter and bridge housing. Accomplishments: None.
- \$150,000 was allocated to pay for the design and survey for the Hill Street Sidewalk Extension Project. Accomplishments: None
- \$150,000 to the Opportunity Center, a nonprofit that provides services to adults with disabilities, to rehabilitate their building located at 310 N. Clyde Avenue. Accomplishments: 1 facility was renovated.
- In addition, the City awarded \$67,000 from FY 2019 funding to the Council on Aging to complete minor rehabilitation in five homes. Accomplishments: 5 homes were rehabilitated.

As required by the City's CDBG Citizen Participation Plan, the report was made available for public comment on Monday, December 5 through Monday, December 19, 2022. No public comments were received.

This report and related documents will be submitted to HUD for final approval. If requested by HUD, staff will make minor corrections without further review by the City Commission unless those corrections are substantive changes affecting the intent of the report.

Recommendation

Approval of the Program Year 2021-2022 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER).

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Frances DeJesus

Attachment(s):

1. CAPER2022



2021 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
DECEMBER 20, 2022

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

The City of Kissimmee was awarded \$769,084 in funding by HUD for Program Year (PY) 2021-2022. This past year was the second year under the 5 Year Consolidated Plan covering 2020-2025. Just coming out of the COVID-19 aftermath, the City of Kissimmee and its partners continued to make significant contributions to provide safe, decent and affordable housing, a suitable living environment, and economic opportunities especially to those in vulnerable situations such as the homeless and those at-risk of becoming homeless.

In its 2021 Annual Action Plan, the City had identified the following goals and priority needs: 1) Affordable Housing; 2) Public Services, and 3) Public Facilities and Infrastructure Improvements. Throughout the year, funds were provided to local partners and spent to address those goals and priority needs accordingly. CDBG funds were allocated as follows:

- \$80,000 to code enforcement activities intended to assist in the preservation of the existing housing stock and relevant commercial structures. It was anticipated that the activities generated with this funding were going to generate over 700 notices. Accomplishments: 699 cases were handled. Of those 335 were residential.
- \$50,000 to the Community Hope Center to assist at least 50 chronically homeless individuals and families through entry into a coordinated assessment system that provides ranking, referrals, and assistance such as rapid rehousing. Accomplishments: 150 persons were assisted.
- \$30,000 to the Parks and Recreation Department to provide full scholarships to homeless children to attend the City of Kissimmee's summer recreation program. Accomplishments: 50 children were assisted.
- \$155,268 was set aside to pay for the acquisition and/or rehabilitation of a motel/hotel or other multifamily housing site to be operated as an emergency shelter and bridge housing. Accomplishments: None.
- \$150,000 was allocated to pay for the design and survey for the Hill Street Sidewalk Extension Project. Accomplishments: None
- \$150,000 to the Opportunity Center, a nonprofit that provides services to adults with disabilities, to rehabilitate their building located at 310 N. Clyde Avenue. Accomplishments: 1 facility was renovated.

In addition, the City awarded \$67,000 from FY 2019 funding to the Council on Aging to complete minor rehabilitation in five homes.

Accomplishments: 5 homes were rehabilitated.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Housing	Affordable Housing Homeless	CDBG: \$0	Homeowner Housing Added	Household Housing Unit	75	0	0.00%	0	0	0.00%
Affordable Housing	Affordable Housing Homeless	CDBG: \$0	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	0	0	0.00%	0	0	0.00%
Affordable Housing	Affordable Housing Homeless	CDBG: \$50,000	Homelessness Prevention	Persons Assisted	785	0	0.00%	50	150	300%
Economic Development	Non-Housing Community Development	CDBG: \$0	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	250	0	0.00%	0	0	0.00%
Housing Preservation	Affordable Housing	CDBG: \$0	Rental units rehabilitated	Household Housing Unit	250	0	0.00%	0	0	0.00%

Housing Preservation	Affordable Housing	CDBG: \$ 67,000	Homeowner Housing Rehabilitated	Household Housing Unit	25	0	0.00%	5	5	100%
Housing Preservation	Affordable Housing	CDBG: \$0	Buildings Demolished	Buildings	20	0	0.00%	0	0	0.00%
Housing Preservation	Affordable Housing	CDBG: \$80,000	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	0	0	0.00%	700	699	99.8%
Program Administration	Program Administration	CDBG: \$153,816	Other	Other	1	1	100.00%	1	1	100%
Public Facilities and Infrastructure Development	Public Facilities Infrastructure Project	CDBG: \$300,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	# of Facilities	10	0	0.00%	2	1	50%
Public Facilities and Infrastructure Development	Public Facilities Affordable Housing	CDBG: \$155,268	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0	0.00%	1	0	0.00%
Public Services	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	213	150	70.42%	30	30	100%

Public Services	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$0	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	124	0	0.00%	0	0	0.00%
Public Services	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$0	Homeless Person Overnight Shelter	Persons Assisted	0	0	0.00%	0	0	0.00%
Public Services	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$0	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0	0.00%	0	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan,

giving special attention to the highest priority activities identified.

The City of Kissimmee selected not-for profit partners and allocated its PY 2021 funds to successfully provide the following activities: affordable housing, navigation and outreach for homeless persons, summer camp program for homeless children, rehabilitation of building for a nonprofit that provides services to disabled adult individuals, and design of a sidewalk project. All of these activities were identified as priorities in the amended 2021 Annual Action Plan.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	158
Black or African American	36
Asian	1
American Indian or American Native	7
Other	3
Total	205
Hispanic	67
Not Hispanic	138

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,211,095	\$781,010
Other	public - local	500,503	

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Kissimmee	80	100	All funds were spend within the City limits of Kissimmee, which is the target area

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City leveraged the CDBG dollars received from the Department of Housing and Urban Development (HUD) with other federal and state dollars to address the housing and community needs of its low and moderate income residents.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Kissimmee's programs are designed to assist households to avoid becoming homeless. The funding received from state and federal programs are always used with that purpose in mind. State funds such as the State Housing Initiatives Partnership (SHIP) program is always used to help the City meet its matching HOME requirements.

In addition the City keeps an inventory of publicly owned vacant land and from time to time makes available land for affordable housing development. In last year's CAPER, it was reported that the City has a vacant property and the intent is to build another home there for either sale or rental purposes. No activity has happened with this property as of yet, but it is expected that in the upcoming year the City will use funds from the Neighborhood Stabilization Program 3 to construct a home.

As a participant in the Osceola County HOME Consortium, the City of Kissimmee is partnering with Osceola County to fund the redevelopment of a site located within the city limits to build a 30 unit multifamily complex that will serve as permanent supportive housing for patients being treated by a local mental health and substance abuse facility. The City of Kissimmee allocated \$200,000 to the project and an additional \$200,000 from the City's ARP allocation. Outside of the administration funds, the remaining HOME funds have not been allocated at the moment but projects have been identified.

For the first time in a couple of years, the City received a substantial amount of SHIP funding, \$500,503 for the year 2021-2022. Most of the funds were allocated to provide assistance to low and moderate income households that need to have their home rehabilitated, had difficulties paying their rent or mortgage, or needed funds to cover the security deposit if the household needed a new place to live.

The City has not been able to commit part of its CDBG-CV 1 and all of its CDBG-CV3 allocations. The funds are intended for the acquisition/contruction of a non-congregate homeless facility project. A location has not been identified yet.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	50	0
Number of non-homeless households to be provided affordable housing units	0	0
Number of special-needs households to be provided affordable housing units	0	0
Total	50	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through rental assistance	50	159
Number of households supported through the production of new units	0	0
Number of households supported through the rehab of existing units	5	5
Number of households supported through the acquisition of existing units	0	0
Total	55	164

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City of Kissimmee did not allocate CDBG funds for the direct production of affordable housing. Instead the funds were allocated to support and maintain affordable housing through code enforcement and housing preservation.

The City partnered with the Council on Aging and awarded them \$67,000 from FY 2019 funding to do minor rehabilitation in five homes.

Discuss how these outcomes will impact future annual action plans.

The City will continue to shift spending priorities to programs that are ready to be implemented and spend funds, including those programs that already have a waiting list. This is one of the criteria used when evaluating projects.

With new variants being discovered in the United States and as they make their way to Osceola County it is difficult to predict how soon the community is going to recover from the COVID-19 pandemic in order to reach some type of normalcy. However proactive nonprofit organizations were able to reach their potential beneficiaries. Those agencies will receive priority over those that do not.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual
Extremely Low-income	200
Low-income	3
Moderate-income	2
Total	0

Table 7 – Number of Households Served

Narrative Information

Over 80 percent of the CDBG public services recipients were extremely low income. This is representative of the need that exists in the City of Kissimmee.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

One of the CDBG recipients during PY 2021 assisted chronically homeless individuals and families through entry into a coordinated assessment system that provides ranking, referrals, and assistance such as rapid re-housing. Their goal was to assist at least 50 homeless individuals or families and they ended up assisting 150 persons.

In PY 2021, the City provided full scholarships for 50 homeless children to attend the City's summer recreation program. These children are selected by the Osceola County School Board through their participation in the Families in Transition Program.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Kissimmee does not offer any programs designed solely to address the needs of persons in emergency shelters or transitional housing. However, the Community Hope Center works directly with the homeless population by placing them in motels along the 192 corridor. In some instances, these individuals may be transferred to other counties and even out of state, if they wish to relocate.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Community Hope Center and the Osceola Council on Aging, two of the City's CDBG sub-recipients, helped address the City's housing problem by assisting low and moderate income households that were impacted by COVID-19 with mortgage and rental assistance to prevent homelessness. These clients also received other services from Osceola Council on Aging's assistance programs such as Low Income Home Energy Assistance Program (LIHEAP), utility payments and access to the food pantry. Through the City's partnership with these two sub-recipients, the City of Kissimmee provided housing assistance to 39 households low and moderate income households for one month of rent or mortgage, and/or utilities, not to exceed \$1,200 or 3 months, in order to prevent eviction or foreclosure through limited subsistence payments. Many of these households were already cost-burdened by paying more than 30% of their income to cover their housing expenses. With many of them struggling even before COVID-

19, the City's assistance prevented them from becoming homeless.

In 2020, the City of Kissimmee approved the request of a local nonprofit organization that specializes in providing an array of therapeutic, psychiatric, and substance use disorder services designed to meet the needs of individuals and their families. The request was to receive \$200,000 in HOME funds for the construction of a 30 unit multifamily complex. The City's contribution would go towards the construction budget which would be mainly financed by a \$4.9 million SAIL loan from the Florida Housing Finance Corporation. This project is consistent with the City's goal to support the development of a facility that would benefit the community's chronic homeless issue.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Community Hope Center, which is one of the City's sub-recipients, has a dedicated staff that helps to identify homeless individuals and those precariously housed individuals and families in the City.

In 2020, the Commission directed to develop a Request for Proposal (RFP) to seek a respondent that would assist with the City's goal of moving clients from homelessness to permanent housing quickly through temporary, hotel/motel based or other suitable emergency non-congregate shelter and support services to individuals experiencing homelessness. A location for the project has not been identified yet.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

There are no public housing units within the City's boundaries.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

There are no public housing units within the City's boundaries.

Actions taken to provide assistance to troubled PHAs

There are no public housing units within the City's boundaries.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Kissimmee maintains an Affordable Housing Advisory Committee that reviews policies, procedures, and ordinances for their impact on the development of housing, particularly affordable housing. strategies set out in Florida Statutes, Sec. 420.9076 (4)(a)-(k) as well as additional strategies not listed in the statute. Based on this review and evaluation required by the Florida Statutes, Sec, the AHAC has formulated the following recommendations to the City of Kissimmee City Commission to incorporate into its housing strategy:

Fee Waivers for Affordable Housing:

Recommendation #1: 20% of the units in the project need to meet the income eligibility in order to be eligible for the mobility and park impact fees reimbursement benefits.

Recommendation #2: The maximum amount of subsidy per affordable unit will be as follows:

- 1) 100% reimbursement for projects targeted to households making up to 80% of the AMI.
- 2) 75% reimbursement for “for sale” projects targeted to households making up to 80% of the AMI. This amount is to be capped at 20% of the funding available each year.

Recommendation #3: Be open to consider an alternative funding mechanism that offers the developer an option to receive the City’s contribution as an annual disbursement to cover operating expenses over a set period (i.e. 10 years) instead of a one time grant/loan disbursed upfront.

Surplus Land Inventory:

Recommendation #1: Include the following lots in the list of City Owned Lots for Affordable Housing:

- 1) Ernest Street (Subdivision: Rosewood); Parcel 28-25-29-2042-001-00E0
- 2) 1007 Palmway Street (Subdivision: Poinsettia Park); Parcel 22-25-29-1990-0019-0110
- 3) Poinciana Circle (Subdivision: Delwood Park); Parcel 15-25-29-1290-000A-0190
- 4) 504 Canterbury Lane (Subdivision: Canterbury Terrace); Parcel 28-25-29-1170-000A0180
- 5) 219 N Randolph Avenue (Subdivision: Mathews ADD); Parcel 21-25-29-1690-000T-0029

Recommendation #2: Develop a City Owned Lots for Affordable Housing Policy/Program.

Hotel Conversion to Apartments:

Recommendation #1: Prioritize community organizations that have a proven track record in offering supportive services to the lower income residents in our community when providing funding for conversion of hotels/motels to affordable housing. Include recommendation when a policy/program is developed.

Based on their review in 2021-2022, the AHAC made the following documentations: 's reviewDuring PY 2021 there were no instances where new policies or other City actions negatively impacted development of housing of affordable housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Kissimmee allocated 15% of its annual allocation for funding to public service agencies providing assistance to low and moderate income persons. The funding offered a variety a services such as employment training to unemployed or underemployed individuals, subsistence payments, and services for homeless persons to address the needs of the residents.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City of Kissimmee has incorporated the procedures for lead hazard reduction or lead based paint abatement guidelines as defined in 24 CFR Part 35 in its Housing Rehabilitation Program Policy and Procedures.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Kissimmee allocated 15% of its annual allocation for funding to public service agencies providing assistance to low and moderate income persons. The funding offered a variety a services such as employment training to unemployed or underemployed individuals, subsistence payments, and services for homeless persons to address the needs of the residents.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Kissimmee continues to build and sthrengthnen relationships within the community and with social service providers. The following are examples from this program year:

- Regularly participating in meetings regarding the HUD Continuum of Care and all other homeless issues in the region (Seminole, Orange and Osceola counties);
- Continue to build upon existing relationships with local service providers for networking, referral, and collaborations;
- Assessment of programs and strategies provided by neighboring government and non-profit agencies to determine where possible leveraging opportunities may exist.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City continued to strengthen its relationship with several private rental providers and many non-profit agencies serving the low and moderate income households within our community.

The City of Kissimmee is a member of the Osceola Social Services Network. The Network's goal is to foster new partnerships and strengthen existing ones while providing opportunities for agency leadership to assess community needs, strategically plan, and implement change in the community. The discussion includes an update on what is going on with health and social services in Osceola County.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City completed its updated Analysis of Impediments to Fair Housing Choice in 2020.

The most critical and obvious impediment to fair housing is the gap between household income and housing costs. The City continues to work to create alternative strategies and support programs and activities that will help close the gap between the income earned and cost of living.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The performance of each CDBG subrecipient is reviewed by the City of Kissimmee to ensure production and accountability, to ensure compliance with the federal requirements and to evaluate the organization's performance in delivering the programs with the CDBG funds. In-person monitoring activities were not conducted during PY 2021. However, staff maintained a "hands-on" approach throughout the year and closely oversaw the activities of its subrecipients by monitoring their performance through "desk" reviews.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City of Kissimmee encourages citizens, public agencies, and other interested parties to review the contents of its draft CAPER and to submit written comments. A draft of the document was available at the City of Kissimmee Development Services Department office located at 101 Church Street, Kissimmee, FL 34741. Comments on the report were accepted in writing or via e-mail during a 15 day comment period from Monday, December 5 through Monday, December 19, 2022. No comments were received.

The City Commission held a Public hearing in the City Commission Chambers located at City Hall, 101 Church Street, Kissimmee, FL 34741 on Tuesday, December 20, 2022 at 6:00 PM to obtain input and comments. Persons with disabilities requiring special accommodations to participate were asked to call the Development Services Department office to make special arrangements prior to the meeting.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City of Kissimmee did not meet the timeliness test by the deadline of August 15, 2022, as required by HUD due to a few major projects being delayed. In order to try to meet the deadline, the City re-allocated funds through the substantial amendment process; however, it was not enough. Steps have been put in place in order to meet timeliness in 2023.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0	0	0	0	0
Total Section 3 Worker Hours	0	0	0	0	0
Total Targeted Section 3 Worker Hours	0	0	0	0	0

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0	0	0	0	0
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0	0	0	0	0
Direct, on-the job training (including apprenticeships).	0	0	0	0	0
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0	0	0	0	0
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0	0	0	0	0
Outreach efforts to identify and secure bids from Section 3 business concerns.	0	0	0	0	0
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0	0	0	0	0
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0	0	0	0	0
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	0	0	0	0	0
Held one or more job fairs.	0	0	0	0	0
Provided or connected residents with supportive services that can provide direct services or referrals.	0	0	0	0	0
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0	0	0	0	0
Assisted residents with finding child care.	0	0	0	0	0
Assisted residents to apply for, or attend community college or a four year educational institution.	0	0	0	0	0
Assisted residents to apply for, or attend vocational/technical training.	0	0	0	0	0
Assisted residents to obtain financial literacy training and/or coaching.	0	0	0	0	0
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0	0	0	0	0
Provided or connected residents with training on computer use or online technologies.	0	0	0	0	0
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0	0	0	0	0
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0	0	0	0	0
Other.	0	0	0	0	0

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

None of the activities that were allocated funds from PY 2021 were required to follow Section 3 requirements.

ITEM 7.A**Approval of City Commission Minutes from the December 6, 2022 meeting****Request**

Request Commission approval of the December 6, 2022 Commission Minutes.

Explanation**Recommendation**

Staff recommends approval of the minutes.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter:

Attachment(s):

1. (S) December 6, 2022 City Commission Minutes



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, DECEMBER 6, 2022 AT 6:00 PM**

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Gonzalez, Commissioners Olga Castano, Angela Eady, Carlos Alvarez, III, Janette Martinez

Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, Assistant City Manager Austin Blake, City Clerk Linda Hansell

Members Absent: None

Mayor Gonzalez called the meeting to order at 6:00 PM.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

After a Moment of Silence, Commissioner Alvarez led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Proclamation - Damas de Hierro, Inc.

The request is for the Commission to present a Proclamation for the anniversary of Damas de Hierro, Inc. to Daniela Droz and Dr. Vivian Badillo.

City Manager Steigerwald read a proclamation in honor of Damas de Hierro as the Mayor and Commissioners presented the proclamation to Daniela Droz and Dr. Vivian Badillo.

3.B Employee of the Month for December

That the City Commission join the City Manager in recognizing Debresha Davis, Parks & Recreation, as December's Employee of the Month

City Manager Steigerwald was unable to introduce Debresha Davis as she was unable to attend the meeting tonight. Ms. Davis will be recognized with the remaining eleven (11) employees who have been selected as the employees of the month during 2022. The selection of the Employee of the Year will be announced at the annual City employee luncheon on Thursday, December 8th.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - First Reading - Proposed Ordinance 22-14 to Annex 15.50 acres of land - AX-22-0002

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN HEREIN DESCRIBED LAND, TO THE CITY OF KISSIMMEE, FLORIDA, FURTHER PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH LAND AFTER ITS ANNEXATION, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND

PROVIDING AN EFFECTIVE DATE

Approval to Annex approximately 15.50 acres of property located east of Bass Road, South of West Vine Street and west of Hoagland Boulevard

City Attorney Sanchez de Fuentes read Proposed Ordinance # 22-14 by title.

Brenda Ryan, Senior Planner, reviewed the First Reading of a proposed ordinance and request for annexation of 15.50 acres of Give Kids the World overflow parking. This property meets the criteria for annexation and there are no planned developments at this time. The future land-use conversion will be heard at the Second Reading; County designation of Low Density Residential (LDR) is equivalent to the City's designation of SF-LDR (Single-Family Low Density Residential). At this time, if there are no questions, staff recommends approval.

Mayor Gonzalez announced the Public Hearing with no response from the audience.

Commissioner Eady made a motion to approve the First Reading of Proposed Ordinance # 22-14. Commissioner Castano seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Castano	AYE
Commissioner Eady	AYE
Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

5. PUBLIC HEARINGS

5.A Public Hearing - Resolution to Vacate Portions of Right-of-Way on Aultman Street and North Beaumont Avenue - ABDN-22-0002

Public Hearing to vacate 9,187 square feet of right of way on the north side of Aultman Street, 1,967 square feet of right of way on the west side of N. Beaumont Ave. near the intersection with Aultman, and 1,257 square feet of right of way on N. Beaumont adjacent to the intersection with Sumner Street.

Senior Planner Ryan reviewed the request to vacate portions of rights-of-way on Aultman and Beaumont streets; all three pieces are directly adjacent to the Beaumont Government Complex. The vacation of right-of-way is needed for the Beaumont site to move forward with the development on the property. Staff is recommending approval subject to any additional dedications being brought back with the Final Plat after review at the staff level. Staff is available to answer any questions you may have.

Mayor Gonzalez announced the Public Hearing with no response from the audience.

Commissioner Eady moved to approve the Public Hearing and adopt Resolution # 27-2022. Commissioner Castano seconded the motion.

Motion carried 5 - 0.

6. HEAR AUDIENCE

None.

7. CONSENT AGENDA

The consent agenda is a technique designed to expedite the handling of routine miscellaneous business of the City Commission. The City Commission in one motion may adopt the entire Consent Agenda. The motion for adoption is non-debatable and must receive unanimous approval. By request of any individual member, an item may be removed from the Consent Agenda for discussion.

Commissioner Eady made a motion to remove Consent Item 7.B. and 7.H. and place them for discussion.

Motion carried 5 - 0.

Commissioner Eady made a motion to approve the Consent Agenda minus items 7.B. and 7.H. Commissioner Alvarez seconded the motion.

Motion carried 5 - 0.

7.A Approval of City Commission Minutes from the November 15, 2022 meeting
Request Commission approval of the November 15, 2022 Commission Minutes.

7.B Approval of Fire Departments 5-year Community Driven Strategic Plan
The Fire Department requests Commission approval of the Department's 5-year Community Driven Strategic Plan and is requesting approval to publish this document on the City's website.

Item removed from Consent and added to Discussion.

7.C Approval of the 2023 Event and Festival Series Calendar
City Commission approval of the 2023 Event and Festival Calendar Series.

7.D Agreement for Traffic Control Jurisdiction between the Stonefield Homeowners Association and the City of Kissimmee
The Police Department requests approval of the Agreement for Traffic Control Jurisdiction between the Stonefield Homeowners Association and the City of Kissimmee and for the Mayor to sign the agreement accordingly.

7.E Award of Continuing Services Contract Bid RFP2023-001 for Water Quality Analysis and Testing Services
Approval to award the Bid RFP2023-001 for Water Quality Analysis and Testing Services contract to Advanced Environmental Laboratories, Inc. and Eurofins Environment Testing America.

7.F Magnolia Park Replat 2 Final Plat (DRC# SR-22-0007)
Approval of the final plat known as Magnolia Park Replat 2.

7.G Construction Manager at Risk Agreement between the City of Kissimmee and Balfour

Beatty Construction, LLC. for the City Hall addition that will house the Building Division of the Development Services Department. Approval of the Construction Manager at Risk Agreement between the City of Kissimmee and Balfour Beatty Construction, LLC. for the City Hall addition that will house the Building Division of the Development Services Department.

7.H Approval of Holiday Incentive Payment

Item removed from Consent and added to Discussion.

7.I Utilize the City's continuing services contract with Baker Barrios Architects, Inc. for the design of the Berlinsky Community House project.

Approval to utilize the City's continuing services contract with Baker Barrios Architects, Inc. for the design of the Berlinsky Community House project in the amount of \$415,700.00.

8. DISCUSSION ITEMS

Item 7.B. "Approval of Fire Departments 5-year Community Driven Strategic Plan"

Commissioner Eady asked for more information on the benefits to the City and our community for the accreditation process, and does this open any grants or other funding to the City.

City Manager Steigerwald explained this is similar to the Police Accreditation, which is an international accreditation process that provides for a standard of measuring our services, staffing, equipment, and response times. This is used to compare our level of service to other agencies all over the world.

Fire Chief Jim Walls stated we are not given any additional opportunity for funds but it does give us statistics for staffing and other information on our processes for future planning.

Commissioner Eady made a motion to approve Item 7.B. Commissioner Martinez seconded the motion.

Motion carried 5 - 0.

Item 7.H. "Approval of Holiday Incentive Payment"

Commissioner Eady directed questions to the City Manager relating to the Holiday Incentive Program; her questions were related to qualifications.

City Manager Steigerwald explained that all full-time employees with more than one-year of service receive \$215 (approximately \$150 after taxes) and all part-time employees with one year of service receive \$107.50 (approximately \$75 after taxes). Employees with less than one-year of service would receive half, with full-time employees receiving \$107.50 before taxes and part-time employees receiving \$53.75 before taxes.

Commissioner Martinez inquired if the Holiday Incentive was available to the Commission as employees of the City. City Manager Steigerwald and City Attorney Sanchez de Fuentes both individually agreed that the Commission salaries are set by the Charter and they did not feel the holiday incentive would be included in their salaries. Their compensation is based on population.

Commissioner Eady made a motion to approve the funds for the Holiday Incentive. Commissioner Castano seconded the motion.

Motion carried 5 - 0.

8.A Proposed Contract with Freebee to Provide a New Micro-Mobility Transit Service with an Accompanying Resolution

Request consideration of a proposed micro-mobility solution for downtown and surrounding areas to be provided by Freebee, and approval of the service contract and accompanying resolution.

Ashley Cornelison, Development Services, discussed FreeBee and the initial contract approved by the Commission in September of this year. Due to the situation with the hurricane, we need transportation to local grocery stores. FreeBee operates similar to Uber or Lyft. The map of the covered area was displayed during the discussion and information was provided on access to grocery stores after some of the local stores are trying to reopen after flooding during the recent hurricane. Staff requested the Commission adopt a resolution that would give the City Manager the authority to amend the boundaries to accommodate the necessary routes for service and extend the time period the contract per the master agreement. Staff recommends approval.

Commissioner Martinez and Commissioner Castano questioned access for those citizens or senior citizens who do not have smart phones or the necessary technology to make contact for service. Planner Cornelison will inquire about alternate contact methods or call in services and can bring that information back to the Commission.

Commissioner Eady asked for an update on the transportation to grocery stores. Planner Cornelison explained that the routes could be modified if the Commission desires, but we need 60-90 days to get the service started. City Manager Steigerwald added that staff is recommending approval of the current map to get the services started and the resolution would give the City Manager the authority to amend the map based on the Commission's desires.

Commissioner Martinez made a motion to adopt Resolution # 28-2022 and the FreeBee service contract. Commissioner Castano second the motion.

Motion carried 5 - 0.

8.B Legislative Priorities for 2022-2023

Commission review and consideration of the 2023 Legislative Priorities

City Manager Steigerwald reviewed in detail the legislative issues as listed in the

Agenda. Staff met with our lobbyist and have confirmed our list is in line with the Legislative intents and can be included in the Osceola Legislative Efforts agenda as well. The Shingle Creek Trail Security was proposed last year and made it to the Governor, where it was vetoed. We do not want to spend time working on this request when it is fresh in the mind of the Governor.

The Commission did not express any concerns with the list provided as our Legislative Priorities.

Commissioner Castano made a motion to approve the Legislative Priorities as proposed. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

8.C Advisory Board Vacancy - Board of Adjustment

The Commission is requested to make an appointment to fill a vacancy on the Board of Adjustment.

City Manager Steigerwald explained the previous appointment does not meet the qualifications.

Commissioner Castano does not have a candidate yet but she is working on.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded the Commission of the Festival of Lights events on Saturday, December 10, 2022. The event starts at 3:30 p.m. and includes Kid's Zone, Festival activities, Santa, and ends with the Festival of Lights Parade at 7:30 p.m.

9.B CITY ATTORNEY

Nothing.

9.C CITY COMMISSION

Commissioner Castano invited all our citizens to visit the festival and enjoy the parade.

Commissioner Eady announced the 1st Christmas for Seniors that will be held at Oak Street Park on December 22, 2022.

Commissioner Martinez thanked the police and fire staff for their outstanding service and work hard keeping our citizens safe. She personally witnessed an incident with a person who passed out and the police and fire heroes arrived and brought her back. She reminded the residents to plan for traffic if you attend the Festival of Lights activities. Parking will be an issue but look for the County Parking Garage as well as the SunRail Parking Garage to be open.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:40 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

ITEM 7.B

Design Services Agreement with The Lunz Group for the City of Kissimmee Fire Station No. 15 Project

Request

Approval of the design services agreement with The Lunz Group for the City of Kissimmee Fire Station No.15 project in the amount of \$788,129.80. The funds are budgeted and available in the Sales Tax Fund.

Explanation

The City of Kissimmee Fire Department sought submittals from architects for architectural and design services for the construction of a new Fire Station No. 15 to service the growing local population. This Fire Station will border the Kissimmee Gateway Airport and will provide services including structural firefighting, emergency medical service (EMS), and Aircraft Rescue & Fire Fighting (ARFF). The City envisions a split floor plan design, with the ARFF service being with the Airport secure boundary.

RFQ2022-002 was legally advertised on February 6, 2022. The Request for Qualifications (RFQs) submissions were due on March 4, 2022. Four companies submitted RFQs. The selection committee met on Tuesday, March 15, 2022, to evaluate and score the proposals, at which time they selected the top two firms to return for interviews. The firms were interviewed on April 5, 2022 and the consensus of the selection committee was to request that the Commission authorize staff to enter into a contract with the highest-ranked proposer, the Lunz Group of Lakeland, Florida.

- The Lunz Group - Lakeland, Florida
- Schenkel & Shulz - Orlando, Florida
- Bentley Architects & Engineering - Longwood, Florida
- ForeFront Architect - Clermont, Florida

A recommendation of award was posted, and no protests were received.

The selection committee was comprised of staff from the Fire Department, the Kissimmee Gateway Airport, and the Public Works & Engineering Department. Scoring consideration was based on, but not limited to, the firm's experience with similar types of completed projects.

The Facilities Construction and Maintenance Manager will act as the Owner's Representative for the design and construction phase of the project.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10435106-506292	ST2302	Decrease	6,500,000	\$788,129.80

Financial Summary:

Funds for this project are available in the Fire Station No. 15 Sales Tax project in the FY23 budget.

Recommendation

Staff recommends the City Commission approval of the design services agreement with The Lunz Group for the City of Kissimmee Fire Station No.15 project in the amount of \$788,129.80

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter: Robert Masiku

Attachment(s):

1. (S) Fire Station No. 15 Design Agreement
2. (S) Kissimmee FS No. 15 Work Order

**AGREEMENT BETWEEN
THE CITY OF KISSIMMEE
AND THE LUNZ GROUP
FOR ENGINEERING AND DESIGN SERVICES**

THIS AGREEMENT made and entered into this ____ day of _____, 2022 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as the "CITY" and The Lunz Group whose address is 58 Lake Morton Drive, Lakeland, FL 33801-5344 hereinafter "ARCHITECT" and each represent as follows:

WITNESSETH

WHEREAS, the CITY advertised RFQ 2022-002, titled "Engineering and Design of Fire Station 15" where firms submitted statement of qualifications to provide services to include, but not limited to the planning, permitting, design, and construction administration support services for the Fire Station 15 Project; and

WHEREAS, the Statements of Qualifications submitted were reviewed, evaluated, and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, and reputation; and

WHEREAS, based on the competitive section, process CITY determined The Lunz Group is qualified to provide the services and desires to award an engineering and design services contract to ARCHITECT consistent with the terms, conditions, and requirements of the RFQ.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SECTION 1.0
GENERAL**

- 1.1 ARCHITECT shall be defined herein to include all principals of the firm including full time employees, professional or otherwise, and all other servants, agents, employees, and/or subsconsultants retained by ARCHITECT, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, ARCHITECT submitted to CITY detailed resumes of key personnel that will be involved in performing services described in the Agreement. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If at any time hereafter ARCHITECT desires to change the key personnel in an active Agreement, it shall submit the qualifications of the new personnel to CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

- 1.3 ARCHITECT acknowledges that CITY retains other contractors, engineering and otherwise, and that coordination between said contractors and the ARCHITECT may be necessary from time to time for the successful completion of the Agreement. ARCHITECT agrees to provide such coordination as necessary within the Scope of Design/ Engineering Services contained in Exhibit "A".
- 1.4 ARCHITECT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Agreement.
- 1.5 Requirements for sealing all plans, reports, and documents prepared by ARCHITECT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.6 This Agreement is for professional engineering and design services related to the CITY. CITY and ARCHITECT mutually acknowledge that this Agreement will be phased over an extended period and that aspects of the Agreement(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the ARCHITECT during this Agreement.

SECTION 2.0 SCOPE OF SERVICES

ARCHITECT shall diligently and in a professional and timely manner perform the work included in the Agreement. Unless modified in writing by the Parties hereto, duties of ARCHITECT shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

ARCHITECT agrees to perform those design and engineering services described in Exhibit "A" which is attached hereto and made a part hereof. Services to be provided by ARCHITECT shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the ARCHITECT describing the services desired and providing a basis for compensation to ARCHITECT.

2.2 SPECIAL SERVICES

CITY and ARCHITECT agree that there may be certain additional services required to be performed by ARCHITECT during the performance of the Agreement that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 ADDENDA

Services to be provided by ARCHITECT, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the Addendum Form, attached hereto and made a part hereof as Exhibit "B". Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3.0 CITY'S RIGHT AND RESPONSIBILITIES

CITY shall provide the services described below in a timely fashion at no cost to ARCHITECT:

- 3.1 Furnish ARCHITECT with existing data, records, maps, plans specifications, reports, fiscal data, and other design and engineering information that is available in the Public Works & Engineering files necessary or useful to ARCHITECT for the performance of the Agreement. All such documents conveyed by CITY shall be and remain the property of CITY and shall be returned to CITY upon completion of the Agreement to be performed by ARCHITECT.
- 3.2 Make CITY personnel available where required and necessary to assist ARCHITECT. The availability and necessity of said personnel to assist ARCHITECT shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for ARCHITECT to enter upon public lands and assist the ARCHITECT in gaining access to private lands as required for ARCHITECT within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Agreement.
- 3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the ARCHITECT and render decisions, in writing, indicating CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the ARCHITECT.
- 3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
- 3.6 Give prompt written notice to ARCHITECT whenever CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of ARCHITECT's services, or become aware of any issue or changes necessary to the work of ARCHITECT.
- 3.7 Following ARCHITECT's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Agreement not covered under the engineering Agreement.

SECTION 4.0 COMPENSATION

4.1 GENERAL

Compensation to ARCHITECT for services performed on each Addendum shall be in accordance with one of the following methods of compensation, as defined and indicated herein:

- a. Lump Sum Method
- b. Cost-Plus-Fixed Fee Method
- c. Direct Labor Costs Method

The type and amount of compensation for each Addendum to be provided shall be described on the Exhibit "B".

4.2 LUMP SUM METHOD

4.2.1 Lump sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subsconsultants' and specialist costs) for the services to be provided in the Addendum unless there is a change in the scope of the work, or other conditions stipulated in the Addendum, and the Addendum is modified by both CITY and ARCHITECT to reflect the change by formal amendment to this Agreement.

4.2.2 Payment to ARCHITECT for services performed under an Addendum under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by ARCHITECT and accepted by CITY.

4.3 COST-PLUS-FIXED FEE METHOD

Compensation for services performed under the Cost-Plus-Fixed Fee Method shall be based on reimbursement of actual costs incurred by ARCHITECT in its performance of services under an Addendum (hereinafter referred to as "Reimbursable Costs") plus a percentage Fixed Fee.

4.4 DIRECT LABOR COSTS METHOD

Compensation for services performed under the Direct Labor Costs Method shall be an amount equal to ARCHITECT's direct labor costs plus an overhead cost, as defined in Section 4.5.2, and a negotiated operating profit margin plus other "Reimbursable Costs", as defined in Section 4.5.3 and Section 4.5.4.

4.5 REIMBURSABLE COSTS

Reimbursable Costs are Direct Salary Costs, Overhead Costs, Subsconsultant Costs, and Other Direct and Unit Costs, as are defined in Section 4.5.1 through Section 4.5.4.

4.5.1 DIRECT LABOR COSTS

Direct Labor Costs shall be defined as the actual wages and salaries paid to professional, technical and other personnel of ARCHITECT while such personnel are engaged directly in the performance of the services under this Agreement. A schedule of ranges of actual hourly rates currently paid by ARCHITECT, including its subconsultants, to classifications of personnel likely to be employed to perform services under this Agreement is contained in the Hourly Rate Schedule, attached hereto and made a part hereof as Exhibit "C". Any revisions to said ranges of actual hourly rates shall be negotiated with and approved by CITY's Designated Representative (Section 6.2) prior to being charged.

4.5.2 OVERHEAD COSTS/OVERHEAD RATE

The Reimbursable Costs for ARCHITECT's Overhead Costs include allowances for Fringe Benefits and General and Administrative Overhead. The types of costs which are included in such Overhead Costs are those normally recorded and accounted for by ARCHITECT, as are generally defined in Section 4.5.2.1 and Section 4.5.2.2. Overhead Costs shall be calculated as a percentage of Direct Labor Cost (hereinafter referred to as "Overhead Rate"). The overhead rate shall be set at 10%. The operating profit margin shall be negotiated between the CITY and the ARCHITECT for each Addendum.

4.5.2.1.Fringe Benefits

Fringe Benefits shall include, but not be limited to, the following:

- a. Worker's compensation insurance.
- b. State and Federal unemployment insurance.
- c. Employer contributions to Social Security.
- d. Other payroll taxes.
- e. Salary continuation insurance.
- f. Life, medical, and dental insurance.
- g. Vacation, sick leave, and holiday pay.
- h. Incentive compensation.
- i. Retirement benefits.

4.5.2.2. General and Administrative Overhead

General and Administrative Overhead includes the following indirect costs which are not identifiable as directly allocable to the Agreement:

- a. Provisions for office, light, heat, and similar items for working space, depreciation allowances or rental of furniture, equipment and engineering instruments, automobile expenses, and office and drafting supplies.
- b. Taxes and insurance, other than those included as Fringe Benefits, but excluding State and Federal income taxes and applicable sales taxes.

- c. Library and periodical expense and other means of keeping abreast of advances in engineering, such as attendance at technical and professional meetings.
- d. Executive, administrative, accounting, legal, stenographic, and clerical salaries and expenses, other than Agreement-identifiable salaries included in salary-related costs and Agreement-related expenses included in reimbursable non-salary expenses, plus salary or imputed salaries of principals, to the extent that they perform general executive and administrative services as distinguished from technical or advisory services directly applicable to the Agreement.
- e. Business development expenses, including salaries of principals and salary costs of employees so engaged.
- f. Provision for loss of productive time of technical employees between Agreements and for time of principals and employees on public interest Agreements.

4.5.3 SUBCONSULTANT COSTS

This item includes costs and expenses incurred in connection with subcontracts and consulting agreements entered into by ARCHITECT with third parties with prior CITY approval, for performance of certain services which ARCHITECT agrees to render pursuant to this Agreement. Administrative surcharges for subcontractor services are not allowable costs. ARCHITECT's cost for subconsultant coordination must be delineated in the man-hour estimate for the respective task.

4.5.4 OTHER DIRECT COSTS

Other Direct Costs include the actual costs to ARCHITECT of project-related expenses that are required to complete the Agreement, as defined in the following paragraphs.

4.5.4.1 Equipment, Materials, and Supplies

This item includes all equipment, materials, and supplies used and consumed directly in the performance of the services hereunder not included in ARCHITECT's General and Administrative Overhead costs, as determined and defined in Section 4.5.2.2 above, such as: special report binders; and costs of plans, drawings and reports from other public agencies, utility companies, and other like bodies. Any equipment or material items purchased solely for the performance of the Agreement covered by this Agreement which individually have a value in excess of \$25.00, shall be the property of CITY and will be given to CITY at the termination of this Agreement.

4.5.4.2 Reproductions

This item includes the identifiable costs of copying, reproducing and printing of plans, specifications, sketches, drawings, reports, photographs and correspondence.

4.5.4.3 Communications and Shipping

This item includes identifiable long-distance communications, postage and express charges.

4.5.4.4 Travel and Subsistence

This item includes local and long-distance travel, subsistence, and transportation expenses of personnel for the performance of the Agreement, not to exceed rates and limits as established by CITY. Such CITY limits are described in the City Travel and Subsistence Policy and Allowances Form, attached hereto and made a part hereof as Exhibit "D".

4.5.4.5 Miscellaneous

This item includes any other identifiable project-related costs and expenses incurred by ARCHITECT in connection with the services performed under the terms of this Agreement that are not applicable to general overhead, including but not limited to: special equipment rental costs; costs for temporary personnel; and CADD services.

4.5.5 COST LIMITATION

4.5.5.1 The total of all Reimbursable Costs actually incurred by ARCHITECT, as determined and defined in Section 4.5.1 through Section 4.5.4, for services performed under an Addendum, will not exceed the Cost Limitation established for and indicated in the Addendum without a formal amendment to the Addendum.

4.5.5.2 If it becomes apparent at any time before the services to be rendered under an Addendum are about eighty (80) percent complete, that ARCHITECT's estimated total Reimbursable Costs for performance of services under an Addendum are forecasted by the CITY or ARCHITECT to exceed the Cost Limitation indicated in the Addendum, CITY and ARCHITECT shall meet to review the forecast and, if necessary, to either increase the Cost Limitation for the Addendum to provide additional cost recovery to ARCHITECT, or renegotiate the scope of services of the Addendum so that the Cost Limitation will not be exceeded. The results of any such review requiring modification to this Agreement will be detailed in a formal amendment to the Addendum.

- 4.5.5.3 CITY is not obligated to reimburse ARCHITECT for costs incurred in excess of the Cost Limitation indicated for the Addendum. ARCHITECT's liabilities, commitments, or expenditures incurred in excess of the Cost Limitation for an Addendum prior to approval by CITY shall be at the ARCHITECT's risk and expense, unless mutually agreeable to in writing by ARCHITECT and CITY.

4.5.6 FIXED FEE

In addition to the Reimbursable Costs described in Section 4.5, CITY shall pay ARCHITECT a Fixed Fee when the ARCHITECT is compensated by the Cost-Plus- Fixed Fee Method. The amount of the Fixed Fee shall be negotiated between the CITY and ARCHITECT for each Addendum. The Fixed Fee is not subject to review, audit, or modification except as otherwise provided in the Addendum. The entire Fixed Fee for an Addendum will be due to ARCHITECT whether or not the Reimbursable Costs estimates are reached for the Addendum, unless the Agreement is terminated in Accordance with Section 8.0.

4.5.7 ADDENDUM PRICE

- 4.5.7.1 The total Addendum Price for each Addendum consists of: (1) lump sum price; (2) the sum of the Cost Limitation and Fixed Fee; or (3) the Direct Labor Cost times an overhead rate, as defined in Section 4.5.2, plus operating profit margin plus Other Direct Costs, which amount shall not be exceeded without formal amendment to the Addendum, unless Agreement is terminated in accordance with Section 8.0.
- 4.5.7.2 In the event any action or combination of actions taken pursuant to Section 7.0, Changes in Scope, of this Agreement are estimated by ARCHITECT, with the written concurrence of CITY, to cause a material increase or decrease in the scope of services of any Addendum, an equitable adjustment to the Addendum Price shall be made. Any request by ARCHITECT or by CITY for an adjustment of the Addendum Price must be asserted in writing within forty-five (45) days from the date of receipt by ARCHITECT of CITY's notification of changed work, unless CITY shall grant a further period of time for such request resolution.

4.5.8 PROGRESS PAYMENTS TO THE ARCHITECT

- 4.5.8.1 For an Addendum performed under the Cost-Plus-Fixed Fee or Direct Labor Costs Method of compensation, ARCHITECT shall submit at the end of each monthly period an invoice of Reimbursable Costs incurred in such period. A Cost-Plus-Fixed Fee invoice shall also include an increment of the Fixed Fee earned in such a period. A Direct Labor Cost invoice shall include the overhead rate as stated herein plus the agreed upon operating profit margin. All invoices for

Reimbursable Costs shall be itemized in an invoice format acceptable to CITY. All Reimbursable Costs included on the invoices shall be taken from books of accounts kept by ARCHITECT and shall be supported by ARCHITECT's monthly "Billing Cost Detail Report". The portion of the Fixed Fee earned in such monthly period shall be determined on the basis of relative work progress accomplished in each monthly period as agreed by CITY's Designated Representative.

- 4.5.8.2 Each invoice is to be accompanied with a narrative statement from ARCHITECT describing the work accomplished by ARCHITECT during the period covered by the invoice by reference to the tasks described in the Scope of Services contained in the Addendum.

4.6 INVOICE PROCESSING

Invoices received by CITY will be processed for payment in accordance with Florida Statute section 218.735. If the invoice is accepted by CITY's agent, payment shall be made by CITY within twenty-five (25) days of receipt by CITY. ARCHITECT will be notified of any questionable items contained in invoices submitted by ARCHITECT within fifteen (15) days of receipt by CITY with an explanation of the deficiencies. CITY will make every effort to resolve all questionable items contained in ARCHITECT's invoices within twenty-five (25) days of receipt of the invoices by CITY. If the questionable items contained in ARCHITECT's invoice cannot be resolved, CITY must reject payment of the portion of the invoice affected by the questionable items within twenty (20) business days after the date on which the invoice is stamped as received. Such rejection must be in writing and must specify the deficiency and the action necessary to make that portion of the invoice containing questionable items proper. The Parties shall follow the procedures set forth in Florida Statute section 218.735 following the rejection of an invoice or portion of an invoice.

At the end of the twenty-five (25) day period, CITY shall pay ARCHITECT the invoice amount less any unresolved questionable items.

ARCHITECT shall forward invoices to the CITY's agent, who shall be responsible for approving payment on all invoices under this Agreement. The CITY agent for this Agreement is:

City of Kissimmee
Department of Public Works & Engineering
Attn: Robert Masiku, Facilities Construction and Maintenance Manager
104 N. Alaska Avenue,
Kissimmee, Florida 34741

CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 2 percent (2%) per month, after they have been outstanding/unpaid for twenty-five (25) days after date of invoice. If ARCHITECT employs legal services to collect overdue amounts, CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.7 PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION

In the event that an Addendum of this Agreement is terminated or canceled, or ARCHITECT's

services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.8 ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF AGREEMENT

If instructed to do so by CITY, ARCHITECT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of ARCHITECT, ARCHITECT may be entitled to additional compensation. The additional compensation shall be requested by ARCHITECT on a revised fee quotation proposal which must be submitted to CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Agreement by formal amendment or Addendum to this Agreement.

SECTION 5.0

WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF AGREEMENT

5.1 WORK COMMENCEMENT

ARCHITECT will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 IMPLEMENTATION SCHEDULE

ARCHITECT and CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Agreement.

In the event the work of ARCHITECT is delayed due to no fault of ARCHITECT, which delays the completion of any Addendum of the Agreement, ARCHITECT shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to ARCHITECT will be negotiated to the mutual agreement of CITY and ARCHITECT in the event such delay causes any Addendum's costs to increase for reasons beyond the ARCHITECT's control.

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for ARCHITECT's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Agreement. ARCHITECT's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Agreement. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

**SECTION 6.0
DESIGNATED REPRESENTATIVES**

6.1 GENERAL

CITY designates the Public Works & Engineering Department's Facilities, Construction and Maintenance Manager, or his designated representative (the "City Representative"), to represent CITY in all matters pertaining to and arising from the work and performance of this Agreement. The City Representative, shall have the following responsibilities:

- 6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by ARCHITECT and rendering, in writing, decisions indicating CITY's approval or disapproval within a reasonable time so as not to materially delay the work of ARCHITECT;
- 6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;
- 6.1.3 Giving prompt written notice to ARCHITECT whenever CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following ARCHITECT's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 DESIGNATED REPRESENTATIVES

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

ARCHITECT:
The Lunz Group
Attn: Bradley T. Lunz, CEO
58 Lake Morton Drive
Lakeland, FL 33801-5344

CITY OF KISSIMMEE:
Department of Public Works & Engineering
Attn: Robert Masiku, Facilities Construction and
Maintenance Manager
104 N. Alaska Avenue
Kissimmee, Florida 34741

**SECTION 7.0
CHANGES IN SCOPE**

CITY or ARCHITECT may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of ARCHITECT's compensation for any Addendum pursuant to Section 4.0 - Compensation, which is mutually agreed upon by and between CITY and ARCHITECT, shall be incorporated by formal amendment to the Addendum.

SECTION 8.0
TERMINATION/SUSPENSION OF AGREEMENT

8.1 TERMINATION BY CITY FOR CAUSE

CITY may terminate this Agreement for any one or more of the reasons as follows:

- 8.1.1 If adequate progress on any phase of the Agreement is not being made by ARCHITECT as a direct result of ARCHITECT's failure to perform; or
- 8.1.2 The quality of the services performed by ARCHITECT is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by CITY to be essential to the proper completion of the Project; or
- 8.1.3 ARCHITECT or any employee or agent of the ARCHITECT is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by ARCHITECT, or
- 8.1.4 ARCHITECT becomes involved in either voluntary or involuntary bankruptcy proceedings; or
- 8.1.5 ARCHITECT violates any provision of Section 12.0 (Standards of Conduct) herein.
- 8.1.6 In the event of any of the causes described in this Section, City's Representative may send a certified letter to ARCHITECT requesting that the ARCHITECT show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not provided to CITY within fifteen (15) days of receipt of said show cause notice, the CITY may consider the ARCHITECT to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY ARCHITECT FOR CAUSE

ARCHITECT may cancel this Agreement if:

- 8.2.1 CITY fails to meet its obligation and responsibilities as contained in Section 3.0 – (City's Rights and Responsibilities); or
- 8.2.2 CITY fails to pay ARCHITECT in accordance with Section 4.0 –(Compensation).
- 8.2.3 In the event of either of the causes described in this Section, ARCHITECT may send a certified letter requesting that CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to ARCHITECT within fifteen (15) days of the receipt of said show cause notice, then ARCHITECT may consider CITY to be in default, and may immediately terminate this Agreement.

8.3 TERMINATION BY CITY WITHOUT CAUSE

Notwithstanding any other provision of this Agreement, CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to ARCHITECT of CITY's intent to terminate. In the event that an Agreement(s) is terminated, CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) that may be continued to completion pursuant to the provisions of this Agreement. All provision of this Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Agreement or any Agreement is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by ARCHITECT to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the ARCHITECT. No compensation shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, CITY may adjust any payment to reflect any additional costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- 8.5.1 Upon receipt of notice of termination, given by either Party, the terminated Party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- 8.5.2 If CITY is the terminating Party, ARCHITECT shall within ten (10) days of receipt of payment of services pursuant to Section 8.4, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the ARCHITECT in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 SUSPENSION

- 8.6.1 Performance of ARCHITECT's service under any provision of this Agreement may be suspended by CITY at any time. In the event CITY suspends the performance of ARCHITECT's services hereunder, CITY shall so notify ARCHITECT in writing, such suspension becoming effective upon the date of its receipt by ARCHITECT, and CITY shall promptly pay all fees which have become due and payable to ARCHITECT to the effective date of such suspension. CITY shall thereafter have no further obligation for payment to ARCHITECT for the suspended services unless and until CITY notifies ARCHITECT that the services of ARCHITECT called for hereunder are to be resumed.

Upon receipt of written notice from CITY that ARCHITECT's services hereunder are to be resumed, ARCHITECT shall complete all obligations required by this Agreement and ARCHITECT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to ARCHITECT under this Agreement, same to be payable at the times and in the amount specified herein.

In no event will the compensation or any part thereof become due or payable to the ARCHITECT under this Agreement unless and until ARCHITECT has attained that state of work where the same would be due and payable to ARCHITECT under the provisions of this Agreement.

- 8.6.2 If the aggregate time of CITY's suspension or suspensions of ARCHITECT's services under any Addendum of this Agreement exceeds sixty (60) days, then ARCHITECT and CITY shall, upon request of the ARCHITECT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to ARCHITECT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to ARCHITECT for the balance of the services to be performed hereunder. No increase in compensation to ARCHITECT shall be allowed unless it is based upon clear and convincing evidence of an increase in ARCHITECT's costs attributable to the aforesaid suspensions.

SECTION 9.0 INDEMNITY AND INSURANCE

9.1 GENERAL

The ARCHITECT will indemnify and hold harmless CITY from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract.

If any claims are made against CITY, including its agents and/or employees, or if CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by ARCHITECT in connection with the rendering of services to CITY under this Agreement, then and in that event, ARCHITECT will at all times indemnify and save CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and expert fees, and court costs, which they shall or may at any time sustain or incur.

9.2 INSURANCE

ARCHITECT will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following ARCHITECT's receipt of a Notice to Proceed on the Agreement from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

ARCHITECT will provide Workers' Compensation Insurance for all its employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide Workers' Compensation Insurance for all its employees. The limits will be statutory for Workers' Compensation and \$100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

ARCHITECT will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

ARCHITECT will provide coverage for all vehicles owned or used by ARCHITECT for limits of not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 PROFESSIONAL LIABILITY INSURANCE

Annual Professional Liability Insurance will be maintained with coverage in the amount of \$1,000,000 that protects ARCHITECT.

Said Professional Liability Insurance shall provide for all sums which ARCHITECT shall be obligated to pay as damages for claims arising out of the service provided by ARCHITECT, or any person or subcontractor employed by ARCHITECT, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by ARCHITECT under the scope of this Agreement including any Addenda or amendments thereto.

9.2.5 ARCHITECT shall furnish Certificates of Insurance forwarded directly to the following:

City of Kissimmee
Department of Public Works & Engineering
Attn: Robert Masiku, Facilities Construction and Maintenance Manager
104 N. Alaska Avenue,
Kissimmee, Florida 34741

With an information copy to the CITY's Purchasing Department and City's Representative identified in Section 6.2. The certificates shall clearly indicate that the ARCHITECT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10.0 NEGOTIATION DATA

Records of costs incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11.0 OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the ARCHITECT in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment. ARCHITECT may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by ARCHITECT pursuant to this Agreement, are instruments of service in respect to the services described in the Agreement. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the services performed under this Agreement or on any other CITY project.

Any reuse without written verification or adaptation by ARCHITECT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to the ARCHITECT; and CITY shall indemnify and hold harmless ARCHITECT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by ARCHITECT will entitle ARCHITECT to further compensation at rates to be agreed upon by CITY and ARCHITECT.

Any documents given to or prepared or assembled by ARCHITECT and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

ARCHITECT shall not publish any information concerning this Project without the written consent of CITY.

ARCHITECT shall have the right to include photographic or artistic representations of the design of the project among ARCHITECT'S promotional and professional materials. ARCHITECT shall be given reasonable access in the sole opinion of CITY to the completed Project to make such representations. However, ARCHITECT'S materials shall not include CITY'S confidential or proprietary information if CITY has previously advised ARCHITECT in writing of the specific information considered by CITY to be confidential or proprietary. CITY shall provide professional credit for ARCHITECT in CITY'S promotional materials for Project. This section shall survive termination of this Agreement unless CITY terminates this Agreement for cause pursuant to Section 8.1.

SECTION 12.0 STANDARDS OF CONDUCT

- 12.1 ARCHITECT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ARCHITECT, to solicit or secure this Agreement and that ARCHITECT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for ARCHITECT, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.
- 12.2 ARCHITECT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

- 12.3 ARCHITECT hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of ARCHITECT, or any interest in property which ARCHITECT may have. ARCHITECT further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.
- 12.4 CITY is empowered to require ARCHITECT to remove any employee or representative of ARCHITECT from working on this Agreement which CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. CITY shall notify ARCHITECT in writing of CITY's objections prior to ARCHITECT's removal of any employee or representative.
- 12.5 ARCHITECT shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13.0 ACCESS TO RECORDS/AUDIT

- 13.1 ARCHITECT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. ARCHITECT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of ARCHITECT's books, records, documents, time records and cost accounts, and other evidence shall be at CITY's expense.
- 13.2 ARCHITECT shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.

SECTION 14.0 CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by ARCHITECT shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement.
- 14.2 ARCHITECT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Agreement to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by ARCHITECT beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

**SECTION 15.0
ASSIGNABILITY**

ARCHITECT shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the ARCHITECT from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such Agreement or transfer shall be furnished promptly to the CITY.

**SECTION 16.0
CONTROLLING LAWS**

This Agreement is to be governed by the laws of the State of Florida.

**SECTION 17.0
FORCE MAJEURE**

Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, pandemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the Party seeking relief under this Section.

**SECTION 18
TIME IS OF THE ESSENCE**

18.1 Time is of the essence of this Agreement.

**SECTION 19.0
EXTENT OF AGREEMENT**

19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitutes the entire Agreement between CITY and ARCHITECT and supersedes all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

19.2 The Exhibits attached to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B - ADDENDUM FORM
EXHIBIT C - HOURLY RATES
EXHIBIT D - CITY OF KISSIMMEE TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

SECTION 20.0
DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 CLAIMS AND DISPUTES

Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved Party to the other Party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved Party agrees to not make such claim against the other Party at any time in the future. Should any claim or dispute not be mutually resolved between the Parties within sixty (60) days thereafter, the aggrieved Party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 REMEDIES

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the ARCHITECT arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 WAIVER OF JURY TRIAL; ATTORNEY'S FEES

It is mutually agreed by and between City and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

SECTION 21.0
PUBLIC RECORDS

ARCHITECT acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, ARCHITECT shall keep and maintain public records required by the CITY to perform the service.

If ARCHITECT has questions regarding the application of Chapter 119, Florida Statutes, to ARCHITECT's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.

- a. If CITY's Custodian of Records requests records from ARCHITECT, ARCHITECT shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

- b. ARCHITECT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the ARCHITECT does not transfer the records to CITY.
- c. Upon completion of the contract, ARCHITECT shall transfer, at no cost, to CITY all public records in possession of ARCHITECT or keep and maintain public records required by CITY to perform the service. If ARCHITECT transfers all public records to CITY upon completion of the Agreement, ARCHITECT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ARCHITECT keeps and maintains public records upon completion of the Agreement, ARCHITECT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.
- d. Upon notice to ARCHITECT of a request to inspect or copy public records relating to CITY's agreement for services, ARCHITECT shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
- e. If ARCHITECT does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
- f. If the ARCHITECT fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

SECTION 22.0

E-VERIFY

In compliance with Section 448.095, Fla. Stat., ARCHITECT and its subconsultants shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- ARCHITECT shall require each of its subconsultants to provide ARCHITECT with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. ARCHITECT shall maintain a copy of the subconsultant's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- CITY, ARCHITECT, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- CITY, upon good faith belief that a subconsultant knowingly violated the provisions of this section, but ARCHITECT otherwise complied, shall promptly notify ARCHITECT and ARCHITECT shall immediately terminate the contract with the subconsultant.
- Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. ARCHITECT acknowledges that upon termination of this Agreement by the City for a violation of this section by ARCHITECT,

ARCHITECT may not be awarded a public contract for at least one (1) year. ARCHITECT further acknowledges that ARCHITECT is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.

- *Subcontracts.* ARCHITECT or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subsconsultants to include these clauses in any lower tier subcontracts. ARCHITECT shall be responsible for compliance by any subsconsultant or lower tier subsconsultant with the clauses set forth in this section.

Signature page to follow



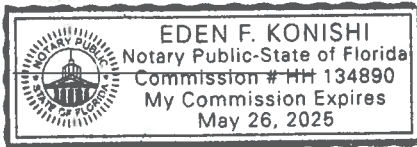
IN WITNESS WHEREOF, CITY and ARCHITECT have executed this Agreement to become effective on the day and year first written above.

By: Bradley T. Lunz, AIA, LEED AP, GGP
Title: President/CEO
Date: November 14, 2022

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 14th day of November, 2022, by means of ☒ physical presence or ☐ online notarization, by Bradley T. Lunz as President / CEO for The Lunz Group, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Eden F. Konishi
Print Name: EDEN F. KONISHI
My Commission Expires: 05.26.2025

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT A

Scope of Services



May 18, 2022 (revised 8:00 AM, 09/06/22)

Robert Masiku
Facilities Construction & Maintenance Manager
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

**Re: Kissimmee Fire Station No.15
TLG Project #22042.01**

Dear Robert,

Thank you for the opportunity to provide a proposal for our services for the Kissimmee Fire Station No. 15.

Based on the RFQ #RFQ2022-002 Engineering and Design of Fire Station 15, the Project includes design and construction administration services for a new Fire Station Building for the City of Kissimmee. The project will be located near Kissimmee Gate Airport (ISM) in Kissimmee, Florida. It is anticipated that the new Fire Station will have up to (3) Apparatus bays, and up to (2) ARFF vehicle bays, along with gear storage rooms, bunk rooms, a kitchen area and day room, report writing and other support spaces. The site is at MLK Jr. Blvd.

Services provided by our team will be limited to Architectural, Structural Engineering, Mechanical Engineering, Plumbing Engineering, Fire Protection and Electrical Engineering, Programming, Site Development, Av/IT, Civil Engineering, Landscape Architecture, Aviation Engineering, Traffic and Signal Engineering. Additional required design services include an allowance of Survey, Geotechnical and Environmental.

This project is broken into nine (9) Task; Project Visioning/Program Kickoff Meeting, Programming, Schematic Design, Design Development Documents, Construction Documents, Permitting, Bid/Negotiations, Construction Administration, and Record Drawings. The first six (6) Tasks are included in this proposal.

Task 1: Project Visioning / Program Kickoff Meeting

The Lunz Group will conduct a meeting with stakeholders to verify the vision and mission and goals for the project.

Task 2: Programming

The Lunz Group will create a document that reflects the areas and scope to be designed that meets the project construction budget.

Task 3: Schematic Design

The Lunz Group shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to our services. The Lunz Group shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, project site, the proposed procurement and delivery method, and other initial information.

We will conduct a design charrette with the key stakeholders. The goal of the meeting is to confirm scope and develop conceptual designs/ confirm program. At the conclusion of the meeting, we will establish a direction for the plan and elevations. We anticipate commentary and are prepared for one round of changes based on feedback from the refined plan. Deliverables for this phase may include schematic floor plans, elevations, and diagrammatic sections.

Task 4: Design Development Documents

Based on the Owner's approval of Schematic Design Documents, and on their authorization of any adjustments in the Project requirements, The Lunz Group shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Documents and shall consist of drawings and other documents including plans, sections elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the project as to architectural, mechanical, and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

Task 5: Construction Documents

Construction Documents (Issued for Owner Approval & for Building Permit/Bid)

Based on Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the project requirements, The Lunz Group shall prepare Construction Documents. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the work.

Task 6: Permitting

The Lunz Group will assist the owner in response to all permit comments.

Task 7: Bidding/Negotiations

Not included

Task 8: Construction Administration

Not included

Task 9: Record Drawings

Not included

Page 3

Our fee for this project is based on the construction budget To Be Determined (estimated to be 7.5 - 8.7 Million dollars), should the city add money to increase the construction budget the design team is entitled to a negotiated fee increase at the time that the construction budget is modified. Our fee for the following tasks is a lump sum subtotal of \$701,229.80

Task 1: Visioning	\$ 0.00
Task 2: Programming	\$ 15,000.00
Task 3: Schematic Design	\$142,339.35
Task 4: Design Development	\$ 292,713.78
Task 5: Construction Document	\$ 228,026.67
Task 6: Permitting	\$ 23,150.00
Task 7: Bidding	Not Included
Task 8: Construction Administration	Not Included
Task 9: Record Documents	Not Included

Required Allowances will be an additional charge to the project that will be charged as additional services to the project and subtotal of \$86,900.00.

Required Allowances:

Allowance 1: Survey	\$ 7,700.00
Allowance 2: Geotechnical	\$ 13,200.00
Allowance 3: Environmental	\$66,000.00

Grand total:

Design Services (Task 1-6)	\$ 701,229.80
Allowances (1-3)	\$ 86,900.00
Grand Total	\$ 788,129.80

Schedule:

Task 1: Visioning	0 days
Task 2: Programming	14 days
Task 3: Schematic Design	35 days
Task 4: Design Development	80 days
Task 5: Construction Document	60 days
Task 6: Permitting	30 days
Task 7: Bidding	TBD
Task 8: Construction Administration	TBD
Task 9: Record Documents	TBD

Reimbursables

Reimbursable expenses include expenses incurred by The Lunz Group and consultants directly related to the project. This may include mileage, additional site visit requests, fees for permitting, printing, delivery, and other similar project-related expenditures. Reimbursables will be billed according to the attached fee schedule.

We are ready to start this work immediately and look forward to starting our professional relationship with you. Upon acceptance of the proposal, a formal agreement will be sent for review and approval. Please let me know when you would like to begin the process.

Thank you for this opportunity.

Submitted by:

Approved by:



Signature

Signature

Timothy Wagoner, AIA, NCARB
Printed Name

Printed Name

Principal
Title

Title

May 18, 2022 (Revised 09/02/2022)
Date

Date

Attachment: Reimbursable Fee Schedule

CC: Eden Konishi, The Lunz Group
Brit Kirby, The Lunz Group

EXHIBIT B



CITY OF KISSIMMEE PUBLIC WORKS & ENGINEERING WORK ORDER FORM

Work Order #:

Purchase Order#:

DATE:

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____ with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of _____ method in accordance with the Scope of Services, the total not to exceed _____ without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within _____ calendar days from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1)	
2)	
3)	
4)	
5)	
	\$ -

Contract Dollars:	\$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$0.00
CONTRACT TOTAL DOLLARS:	\$0.00

Accepted By: _____
(Signature)

Title/Position: _____

City Engineer: _____
City Engineer (Signature)

Approved By: _____
Director, PW&E (Signature)

Approved as to Form and Legality: _____
City Attorney (Signature)

Requested By: _____
(Signature)

Approved By: _____
City Manager (Signature)

Approved By: _____
Mayor (Signature)

City Commission Approval Date: _____
(If Required)

EXHIBIT C



P. 863.682.1882
F. 863.687.6346

58 Lake Morton Drive
Lakeland, FL 33801 -5344

www.lunz.com
LIC: AR94778

CURRENT SCHEDULE OF FEES FOR PER DIEM SERVICES

DISCIPLINE	RATE/HOUR
Architect Principal	\$225.00
Staff Architect	\$175.00
Interior Designer	\$135.00
Project Manager	\$159.00
Senior Technical	\$125.00
Junior Technical	\$75.00
Clerical	\$50.00

MISCELLANEOUS EXPENSES	RATE
Plots B/W 24 x 36, 30 x 42 on Translucent Bond	2.00/2.50 per SF
Plots Color	10.00 per SF
Xerox Copies, ea. Mass reproduction 8 ½ x 11	.20
Xerox Copies, ea. Mass reproduction 11 x 17	.40
Xerox Copies, ea. Mass reproduction 12 x 18	.50
Travel, per mile, portal to portal	Per IRS Rates
Printing, Graphics, Photography, Postage, etc.	Cost + 15%
Long Distance Telephone Charges	Cost + 15%
Out of Town Expenses (Room, Board)	Cost + 15%
Permit and Application Fee Advances	Cost + 15%
Overnight Deliveries	Cost + 15%
Courier Services	Cost + 15%
Interior Furnishings Purchases	Cost + 15%

Subcontracts, if required, such as soil investigations, acoustical consultants, land surveys, etc., not included in base contract: Cost plus fifteen percent (15%) to cover administration costs.

Consulting engineers: Their standard per diem rates plus fifteen percent (15%) to cover administration costs.

Sales Tax: Seven percent (7.0%) on furnishings purchased by The Lunz Group in accordance with Florida state law.

EXHIBIT D

CITY OF KISSIMMEE TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for airfare shall be based on coach rates. First Class rates will only be approved if CITY required and expeditious action and coach rates were unavailable.
2. Maximum mileage allowance will be the same as allowed by the IRS.
3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. ARCHITECT shall attempt to obtain the lowest rates available.
4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of CITY's administrative offices.
5. Meals shall be reimbursed as follows:
 - a. Breakfast - \$ 13.00
 - b. Lunch - \$15.00
 - c. Dinner - \$26.00

Reimbursement for meals shall not apply to local employees within 60-mile radius of ARCHITECT.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.



**CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM**

Work Order #:

Purchase Order#:

DATE: 12/13/22

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to The Lunz Group with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT: Architectural, Structural Engineering, Mechanical Engineering, Plumbing Engineering, Fire Protection & Electrical Engineering, Programming, Site Development, AV/IT, Civil Engineering, Landscape Architecture, Aviation Engineering, Traffic & Signal Engineering, Survey, Geotech, and Environmental Design Services.

FORM OF COMPLETED DELIVERABLES:

1. Plans - Print & CAD files
2. Construction Documents

BASIS OF PAYMENT: Services shall be made on the basis of invoice method in accordance with the Scope of Services, the total not to exceed \$788,129.80 without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within 219 calendar days from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1) Visioning	\$ -
2) Programming	\$ 15,000.00
3) Schematic Design	\$ 142,339.35
4) Design Development	\$ 292,713.78
5) 228026.67	\$ 228,026.67
6) Permitting	\$ 23,150.00
7) Required Allowances: Survey / Geotechnical / Environmental	\$ 86,900.00

Contract Dollars:	\$ 788,129.80
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$0.00
CONTRACT TOTAL DOLLARS:	\$ 788,129.80

Accepted By: [Signature]
(Signature)

Title/Position: President

City Engineer: Ashley Willis
City Engineer (Signature)

Approved By: [Signature]
Director, PW&E (Signature)

Approved as to Form and Legality:

City Attorney (Signature)

Requested By: **Robert Masiku**
Digitally signed by Robert Masiku
Date: 2022.12.13 11:57:17 -05'00'
(Signature)

Approved By: _____
City Manager (Signature)

Approved By: _____
Mayor (Signature)

City Commission Approval Date: _____
(If Required)

ITEM 7.C

Approval of Participation in Law Enforcement Support Office Program

Request

The Police Department (KPD) requests the Commission to authorize KPD to participate in the Law Enforcement Support Office Program (LESO) Program and for the Commission to authorize the Chief of Police to sign and execute the State Plan of Operation (SPO) between the State of Florida and KPD for participation in the LESO Program and the SPO Addendum.

Explanation

The LESO Program allows the U.S. Department of Defense to transfer surplus property, including small arms and ammunition, that the U.S. Secretary of Defense determines is suitable to be used by such agencies in law enforcement activities. Items eligible for transfer generally should focus on counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the U.S. Secretary of Defense. The LESO Program is also commonly referred to as the "1033 Program."

KPD currently participates in the LESO Program and seeks authority from the Commission to continue to do so in the future. KPD has received Winchester M14 Rifles and M1 Carbine Rifles from the LESO Program that are solely used by KPD's Honor Guard during Honor Guard activities. KPD intends to seek the transfer of a high-water vehicle for disaster-related emergency preparedness from the LESO Program should the Commission authorize participation.

In order to participate in the LESO Program, the Chief of Police must sign and execute the State Plan of Operation (SPO) between the State of Florida and KPD for participation in the LESO Program and the SPO Addendum. Presidential Executive Order (EO) 14074 "Advancing Effective, Accountable Police and Criminal Justice Practices to Enhance Public Trust and Public Safety" requires KPD to notify the Commission of its intent to request property from the LESO Program and the local community of its request for property transfers, including existing transfer contracts or grants through the LESO Program as a condition of participation in the LESO Program.

Accordingly, KPD has attached the following "Notification to Civilian Governing Body and Local Community." KPD has also posted the "Notification to Civilian Governing Body and Local Community" to the City's website and posted notices at City Hall and the office of the Kissimmee Police Department.

Recommendation

The Police Department recommends that the Commission authorize KPD to participate in the LESO Program and authorize the Chief of Police to sign and execute to sign and execute the State Plan of Operation (SPO) between the State of Florida and KPD for participation in the LESO Program and the SPO Addendum.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

City of Kissimmee

Attachment(s):

1. 1033 Program - Notification to Civilian Governing Body and Local Community English Version signed
2. 1033 Program - Notification to Civilian Governing Body and Local Community Spanish Version signed
3. SPO_Addendum_2022
4. State of Florida State Plan of Operations (SSD)



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.518.1234



December 6, 2022

SUBJECT: Notification to Civilian Governing Body and Local Community

On May 25, 2022, Presidential Executive Order (EO) 14074 "Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety" was signed.

In accordance with EO 14074 (Section 12), State, Tribal, local, and Territorial Law Enforcement agencies (LEAs) must:

- 1) Notify their Civilian Governing Body (CGB) (*i.e., City Council, County Government or other local governing body*) of its intent to request property from Federal sources (to include Federal funds or grants).
- 2) Notify the Local Community of its request for property transfers, purchases from Federal funds, agencies or subcontractors (including existing transfer contracts or grants).

The Kissimmee Police Department may request the below controlled property items from the Law Enforcement Support Office (LESO), or other Federal source:

Controlled Property Description
BARRIER, VEHICLE ARRESTING, PORTABLE
DEEP WATER FORDING KIT
HEAVY EQUIPMENT/VEHICLES
NON-ARMORED HIGH MOBILITY MULTIPURPOSE WHEELED VEHICLE
PREFAB & PORTABLE BUILDINGS
SHIELD, BALLISTIC
NIGHTVISION DEVICE (SIGHT)
TENTS/PORTABLE SHELTERS
TRUCK, CARGO
SMALL ARMS (WINCHESTER M14 RIFLES AND MI CARBINE RIFLES)

Pursuant to EO 14074 (Section 12), this memo fulfills the requirement to notify the Civilian Governing Body (CGB) and Local Community of my agency's intent to request the controlled property items identified in the list above.

Sincerely,

Jeffrey O'Dell

Chief of Police

Kissimmee Police Department



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.518.1234



6 de diciembre, 2022.

ASUNTO: Notificación al Cuerpo Gobernante Civil y la Comunidad Local

El 25 de mayo del 2022, se firmó la Orden Ejecutiva Presidencial (EO) 14074 "Avanzando Efectivamente, Promoción de Prácticas Policiales y de Justicia Penal Eficaces y Responsables para Mejorar la Confianza Pública y la Seguridad Pública".

De acuerdo con EO 14074 (Sección 12), las Agencias de Aplicación de la Ley (LEA) Estatales, Tribales, locales y Territoriales deben:

- 1) Notificar su Cuerpo Gobernante Civil (CGB) (es decir, el Concejo Municipal, el Gobierno del Condado u otro organismo de gobierno local) su intención de solicitar alguna propiedad de fuentes Federales (esto incluye fondos o subvenciones Federales).
- 2) Notificar a la Comunidad Local de su solicitud de transferencias de propiedad, compras de fondos Federales, agencias o subcontratistas (incluyendo contratos de transferencia o subvenciones existentes).

El Departamento de la Policía de Kissimmee puede solicitar los siguientes artículos de propiedad controlada a la Oficina de Apoyo para el Cumplimiento de la Ley (LESO), u otra fuente federal:

Descripción de la Propiedad Controlada
BARRERA, DETENCION DE VEHICULOS, PORTÁTIL
KIT DE VADEO DE AGUAS PROFUNDAS
EQUIPOS PESADOS/VEHÍCULOS
VEHÍCULO DE RUEDAS MULTIUSO DE ALTA MOVILIDAD NO BLINDADO
EDIFICIOS PREFABRICADOS Y PORTÁTILES
ESCUDO BALÍSTICO
DISPOSITIVO DE VISIÓN NOCTURNA (MIRA)
CARPAS/ REFUGIOS PORTÁTILES
CAMIÓN, CARGA
ARMAS PEQUEÑAS (RIFLES WINCHESTER M14 Y RIFLES DE CARABINA M1)

En conformidad con EO 14074 (Sección 12), este memorándum cumple con el requisito de notificar al Cuerpo Gobernante Civil (CGB) y a la Comunidad Local la intención de mi agencia de solicitar los artículos de propiedad controlada identificados en la lista anterior.

Sinceramente,

Jeffrey O'Dell

Jefe de la Policía

Departamento de Policía de Kissimmee



**DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092**

GPL

August 15, 2022

**MEMORANDUM FOR LAW ENFORCEMENT SUPPORT OFFICE (LESO) PROGRAM
PARTICIPATING LAW ENFORCEMENT AGENCY (LEA)**

SUBJECT: Addendum to LESO Program State Plan of Operation (SPO)

This addendum amends the existing State Plan of Operation (dated February 2021) between the State and Law Enforcement Agency (LEA) and is herein referred to as the SPO Addendum. The SPO Addendum implements requirements found within Presidential Executive Order (EO) 14074 (Section 12), signed on May 25, 2022. In accordance with current SPO-Paragraph 17, notice is being provided of a unilateral change to the SPO. Unless an LEA takes immediate action to terminate the current SPO, the modifications or amendments will become binding.

1) ROLES AND RESPONSIBILITIES The State Shall:

- a) Ensure each LESO Program participating Law Enforcement Agency (LEA) has signed the LESO-approved SPO Addendum no later than January 1, 2023. The SPO Addendum will be signed by the Chief Law Enforcement Official (CLEO) (or assigned designee) and the current State Coordinator (SC) (or authorized State Point of Contact [SPOC]).
- b) Provide LESO with a comprehensive list of LEAs who do not sign the SPO Addendum by January 1, 2023. LESO will restrict the LEA to ensure LEA may not request or receive “controlled” property as defined within this addendum.

2) MODIFICATION TO DEFINITION OF “CONTROLLED” PROPERTY This SPO Addendum adds the below items to the “controlled” property definitions currently found in the 2021 SPO. These items are added pursuant to EO 14074 which reestablishes EO 13688. In 2017, the Law Enforcement Equipment Working Group (established by EO 13688), further added, deleted and refined the definitions of “controlled” items in their annual equipment list review. Provisions within the 2021 MOA applicable to “controlled” property apply to the items listed below (regardless of DEMIL and/or DEMIL Integrity Code). Title and ownership of the “controlled” property listed below remains with the DoD in perpetuity and will not be relinquished to the LEA (regardless of DEMIL and/or Integrity Code). The LESO retains final authority to determine what items qualify as “controlled” property. The below items listed in Section 1.2 of Law Enforcement Equipment Working Group (LEEWG) Recommendations (as modified in 2017), will be managed and issued as controlled property unless other restrictions or conditions are noted:

- a) *Manned Aircraft, Fixed Wing:* Powered aircraft with a crew aboard, such as airplanes, that use a fixed wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).
- b) *Manned Aircraft Rotary Wing:* Powered aircraft with a crew aboard, such as helicopters, that use a rotary wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).

c) *Unmanned Aerial Vehicles*: A remotely piloted powered aircraft without a crew onboard. (Note: These items are not currently issued in the LESO Program).

d) *Armored Vehicles, Wheeled*: Any wheeled vehicle either purpose-built or modified to provide ballistic protection to its occupants, such as a Mine-Resistant Ambush Protected (MRAP) vehicle or an Armored Personnel Carrier (APC). These vehicles are sometimes used by law enforcement personnel involved in dangerous operating conditions, including active shooter or similar high-threat situations. These vehicles often have weapon-firing ports. (Note: These vehicles were previously considered controlled due to DEMIL code and are now prohibited unless certification requirements in Section 3 are met).

e) *Tactical Vehicles, Wheeled*: A vehicle purpose-built to operate on- and off- road in support of military operations, such as a High Mobility Multi-purpose Wheeled Vehicle (HMMWV), 2.5-ton truck, 5-ton truck, or a vehicle with a breaching or entry apparatus attached. These vehicles are sometimes used by law enforcement in rough terrain or inclement weather for search and rescue operations, as well as other law enforcement functions. This excludes commercially available vehicles not tactical in nature, such as pick-up trucks or SUVs. (Note 1: This is LEEWG modified definition from 2017. Note 2: All tactical vehicles will now be considered controlled, and title will not pass. Note 3: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

f) *Command and Control Vehicles*: Any wheeled vehicle either purpose-built or modified to facilitate the operational control and direction of public safety units responding to an incident. Command and control vehicles provide a variety of capabilities to incident Commander, including, but not limited to, the provision for enhanced communications and other situational awareness capabilities. Command and Control Vehicles are similar to a recreational vehicle and can accommodate multiple people at multiple workstations in the command center. This category does not include SUVs and is not intended for other types of vehicles that could serve as a command-and-control center. (Note 1: This is the LEEWG modified definition from 2017. Note 2: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

g) *Specialized Firearms and Ammunition Under .50-Caliber (excludes firearms and ammunition designed for regularly assigned duties) and less lethal launchers*: Weapons and corresponding ammunition for specialized operations or assignment. This includes launchers specifically designed and built to launch less lethal projectiles. This excludes weapons such as service issued handguns, rifles or shotguns that are issued or approved by the agency to be used by all sworn officers/deputies during the course of regularly assigned duties. (Note 1: This is the LEEWG modified definition from 2017. Note 2: The LESO Program only issues weapons under .50 caliber that are designed for regularly assigned duties).

h) *Explosives and Pyrotechnics*: Includes “flash bangs” as well as explosive breaching tools often used by special operations units. (Note: These items were previously prohibited in the LESO Program and are now specifically prohibited in EO 14074).

i) *Breaching Apparatus*: Tools designed to provide rapid entry into a building or through a secured doorway. These tools may be mechanical in nature (a battering ram connected to a vehicle or a propellant), ballistic (slugs), or explosive. This category does not include dual purpose tools such as a sledgehammer or bolt cutter. (Note: This is the LEEWG modified definition from 2017).

j) *Riot/Crowd Control Batons*: Non-expandable of greater length (more than 24 inches) than service-issued types and are intended to protect its wielder during crowd control situations by providing distance from assailants. This category includes all batons with advanced features such as tear gas discharge, electronic or “stun” capabilities. (Note: This is the LEEWG modified definition from 2017).

k) *Riot Helmets*: Helmets designed to protect the wearer's face and head from injury during melees from projectiles including rocks, bricks, liquids, etc. Riot helmets include a visor which protects the face. (Note 1: The LEEWG removed these items from the controlled list in 2017. Note 2: LESO does not issue Kevlar helmets based on DoD policy).

l) *Riot/Crowd Control Shields*: Shields intended to protect wielders from their head to their knees in crowd control situations. Most are designed for the protection of the user from projectiles including rocks, bricks, and liquids. Some afford limited ballistic protection as well. (Note: This is the LEEWG modified definition from 2017).

3) PROHIBITED ITEMS THAT MAY BE ISSUED FOR LIMITED PURPOSES EO 14074 lists the below items as "prohibited" for issue under the LESO Program; however identifies specific authorized uses for these "prohibited" items if requested, utilized and annually certified as being used only in authorized manners. When utilized in an authorized manner (as indicated in the below example descriptions), the items are categorized as "controlled" property.

a) *Long Range Acoustic Devices (LRAD) that do not have commercial application*- LRADs are capable of directing sound over great distances at extreme volume in more geographical precision than an ordinary speaker. Certain LRAD capabilities which are aimed at dispersing individuals or groups as a kinetic use-of-force shall not be used. Examples of LRAD capabilities that shall not be used include (but are not limited to) attention commanding alert tones, powerful warning tones and/or deterrent tones.

i) *Authorized uses*- LRADs may only be utilized as a public address system for commercial purposes. Any other use is not authorized.

ii) *Annual Certification Requirements*- During the LESO Program annual inventory, LEAs with LRADs must certify that the LRAD is utilized exclusively as a public address system for commercial purposes. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify the LRAD is being used in an authorized manner must return LRAD(s) to DLA Disposition Services.

b) *Vehicles that do not have commercial application*- This includes all tracked and armored vehicles, such as a Mine-Resistant Ambush Protected (MRAP), Armored Personnel Carrier (APC), or Armored HMMWV. (Note: This category excludes vehicles with commercial application, such as pick-up trucks, non-armored HMMWVs, 2.5-ton trucks, 5-ton trucks, or SUVs. The LESO Program identifies/defines vehicles with "commercial application" as items with a DEMIL Code of "A" or DEMIL "Q" (with an Integrity Code of 6) that may be sold to the general public under DoD sales programs).

i) *Authorized uses*- EO 14074 allows limited transfer of vehicles that do not have commercial application if the LEA certifies that the vehicle will be used exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. Any other use of these vehicles is not authorized.

ii) *Annual Certification Requirements*- During the LESO Program annual inventory, LEAs with these vehicles must certify that the vehicle(s) is utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify that the vehicle(s) use is exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief must return vehicle(s) to DLA Disposition Services.

4) ACQUIRING (OR RETAINING) CONTROLLED PROPERTY The State shall:

a) Review, verify and only submit to LESO for approval, requests for controlled property by LEAs who have current SPO and SPO Addendum on file with the state.

b) Ensure LEAs return controlled property to DLA Disposition Services if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

c) Ensure that prior to requesting/acquiring any controlled property, the LEAs:

i) Provide written or electronic notification to the local community of its intent to request controlled property. The notification must be translated into appropriate languages to inform individuals with limited English proficiency. The LESO Program would *recommend* that LEAs provide a notice of intent to request controlled property to the local community on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published.

ii) Provide written or electronic notification to the city council or appropriate local Civilian Governing Body (CGB) of its intent to request controlled property and allow “reasonable opportunity to review” (normally 30-days). The LESO Program would *recommend* that LEAs provide a notice of intent to the CGB on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published. Requests for controlled property must comport with all applicable approval requirements of the CGB.

(1) The above requirement includes elected Sheriff’s who also shall notify their CGB or city or county government within their jurisdiction.

(2) In cases of disagreement between requesting LEAs and CGB, the Governor appointed LESO Program State Coordinator (SC) will obtain an advisory opinion from the States Attorney General’s Office on whether CGBs are authorized by state law to deny the request.

iii) *Campus LEAs operating in Institutions of Higher Education (IHE)*- LEAs operating in IHEs otherwise referred to as “Campus Police” or “Campus LEAs” must also adhere to the requirements identified below:

(1) Obtain the IHE Board of Governors (or an equivalent body) *explicit approval* for the acquisition of controlled property. Such approval must be evidenced in the Campus LEAs request submitted to the LESO Program. Silence or inaction by the Campus LEAs Board of Governors does not constitute evidence of approval, and the “reasonable opportunity to review” (normally 30-days) standard does not apply to Campus LEA applications.

(2) Certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

(3) Campus LEAs who receive controlled vehicles are required to remove the militaristic appearance (i.e., painting the vehicle a different color).

5) REGIONAL SHARING AGREEMENTS LESO Program participants who are part of a regional sharing agreement must also adhere to the following requirements. LEAs shall:

a) Provide information regarding the size of the region, including the number and size of the LEA with access to the requested controlled property and the estimated population served.

b) Ensure any controlled property providing support in a regional sharing agreement is utilized in accordance with the LESO Program SPO and this SPO Addendum.

c) Ensure that only LESO Program participants within the regional sharing agreement utilize the controlled property. Agencies/activities who are not LESO Program participants may not utilize or direct the use of controlled property obtained via the LESO Program.

d) Obtain SC/SPOC approval to temporarily conditionally loan property to another LESO Program participant within the regional sharing agreement (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

i) The LESO Program participant with controlled property on their inventory must certify that the other LESO Program participant in the regional sharing agreement requesting the property under a conditional loan:

(1) Has adopted requisite protocols (in Section 6 below) or will adopt those protocols before their personnel use the controlled property,

(2) Have provided requisite training (in Section 7 below) or will provide that training before their personnel use the controlled property, and

(3) Will adhere to the information collection and retention requirements (in Section 8 below).

ii) The LEA conditionally loaning the controlled property will remain accountable to the LESO Program to ensure the above provisions are met.

6) POLICIES/PROCEDURES LEAs must establish policies/procedures that are consistent with the standards listed below, in order to request or maintain controlled property. LEAs must:

a) Adopt and comply with general policing standards.

i) *Community Policing*- LEA policies/procedures should reflect the concept that trust and mutual respect between police and the communities they serve are critical to public safety. Community policing fosters relationships between law enforcement and the local community which promotes public confidence in LEAs therefore increasing LEA ability to investigate crimes and keep the peace.

ii) *Constitutional Policing*- LEA policies/procedures must emphasize that all police work should be carried out in a manner consistent with the requirements of the U.S. Constitution and federal law. Policies/procedures must include First, Fourth, and Fourteenth Amendment principles in law enforcement activity, as well as compliance with Federal and State civil rights laws. LEA certified law enforcement officers receive training on the rights embodied by such Constitutional Amendments and how these amendments inform policing policies/procedures.

iii) *Community Input and Impact*- LEA policies/procedures must identify mechanisms that LEAs will use to engage the communities they serve to inform them and seek their input about LEAs actions, role in, and relationships with the community. LEAs should make particular efforts to seek the input of communities where controlled property is likely to be used so as to mitigate the effect that such use may have on public confidence in the police. This could be achieved through the LEAs regular interactions with the public through community forums, town halls, or meetings with the Chief, or community outreach divisions.

b) Adopt and comply with controlled property standards.

i) *Appropriate Use of Controlled Property*- LEA policies/procedures must define appropriate use of controlled property; officers who are authorized to use controlled property must be trained on these policies/procedures. LEAs should examine scenarios in which controlled property will likely be deployed, the decision-making processes that will determine whether controlled property is used, and the potential that both use and misuse of controlled property could create fear and distrust in the community. Policies/procedures should consider whether measures can be taken to mitigate that effect (i.e., keep armored vehicles at a staging area until needed) and any alternatives to the use of such property and tactics to minimize negative effects on the community, while preserving officer safety.

ii) *Supervision of Use*- LEA policies/procedures must specify appropriate supervision of personnel operating or utilizing controlled property. Supervision must be tailored to the type of controlled property being used and the nature of the engagement or operation during which the property will be used. Policies/procedures must describe when a supervisor of appropriate authority is required to be present and actively overseeing the property being used.

iii) *Effectiveness Evaluation*- LEA policies/procedures must articulate that the LEA will regularly monitor and evaluate the effectiveness and value of controlled property to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. LEAs should routinely review after-action reports and analyze any data on, for example, how often controlled property is used or whether controlled property is used more frequently in certain law enforcement operations or in particular locations or neighborhoods.

iv) *Auditing and Accountability*- LEA must establish policies/procedures that are designed to prevent misuse, unauthorized use and/or loss of controlled property. LEA will hold personnel accountable to agree and comply with State, local, Tribal and Federal controlled property use policies/procedures.

v) *Transparency and Notice*- LEA policies/procedures must articulate that LEA will engage the community regarding controlled property, policies/procedures governing its use, and review of “significant incidents” (as defined in Section 8), with the understanding that there are reasonable limitations on disclosures of certain information and law enforcement sensitive operations and procedures.

c) Must adopt and comply with record-keeping requirements for controlled property.

i) Upon LESO request, LEAs must provide a copy of the general policing standards and specific controlled property standards that were adopted, to include any related policies/procedures.

ii) *Record-Keeping Requirement*- LEAs must retain comprehensive training records, either in the personnel file of the officer who was trained or by the LEAs training division or equivalent entity, for a period of at least three (3) years, and must provide a copy of these records, upon LESO request.

7) TRAINING LEAs that request or have acquired controlled property via the LESO Program must establish written policies/procedures for controlled property use, and all personnel who are authorized to use the controlled property will be trained on these policies/procedures. LEAs must:

a) Provide annual training on general policing standards to personnel who may use the controlled property.

b) Provide annual training on property standards to personnel who may use the controlled property.

c) Provide controlled property operational and technical training to personnel and ensure personnel are proficient prior to using controlled property.

d) Provide scenario-based training to personnel that combines constitutional and community policing principles with controlled property specific training. LEA personnel authorizing or directing the use of controlled property should have enhanced scenario-based training to examine, deliberate, and review the circumstances in which controlled property should or should not be used.

8) DOCUMENTATION REQUIRED FOR “SIGNIFICANT INCIDENTS” LEAs must collect and retain the information (described below) when any law enforcement activity involves a “Significant Incident” which requires (or results in) the use of controlled property on the LEAs inventory. A “Significant Incident” is defined as any law enforcement operation or action that involves: 1) a violent encounter among civilians or between civilians and the police, 2) a use-of-force that causes death or serious bodily injury, 3) a demonstration or other public exercise of First Amendment rights, or 4) an event that draws, or could be reasonably expected to draw, a large number of attendees or participants, such as those where advanced planning is needed. LEAs must:

a) Collect and retain documentation for controlled property used in a “Significant Incident” for a minimum of three (3) years after the incident has occurred. The LEA must provide documentation to LESO upon request.

i) Documentation should also be made available to the community the LEA serves in accordance with applicable policies/procedures with exemptions made concerning the disclosure of any sensitive information.

b) No new report or format is required for “Significant Incident” reports so long as information is easily accessible and organized. The required information may already exist in a police report, operations plan, officer daily log, incident report, after-action report or described in a use-of-force report. If required information (annotated below) is contained in a pre-existing reports, the LEA must simply ensure that the report includes information that controlled property was used. Required information is listed below:

i) Name and quantity of controlled property used, including relevant details such as make/model/serial number of controlled property used.

- ii) Description of the LEA action/operation involving the controlled property.
- iii) Identification of LEA personnel who used and directed the use of the controlled property.
- iv) Identify or describe civilians who were the subject or target of LEA action/operation. For large crowds or multiple persons, the LEA must provide general description of the civilians (i.e., a crowd of approximately 250 people).
- v) Result of the action/operation in which controlled property was used (i.e., arrests, citations, injuries or fatalities, use-of-force, victim extraction, or property damage).

9) ANNUAL CERTIFICATIONS By signing the SPO Addendum, the LEA agrees to the below certification statements. In addition, the LEA must annually certify compliance with the below certification statements during the Annual LESO Program Inventory. LEAs must:

- a) Certify they have authorization from their CGB to participate in the LESO Program.
- b) Certify they have provided their CGB and local community a comprehensive list of controlled property that may be requested through the LESO Program.
 - i) Notification may be made electronically or in writing and must be translated into appropriate languages to inform individuals with limited English proficiency. It is recommended this notification be done on an annual basis.
 - ii) If controlled property is not identified in the comprehensive list provided to the CGB and local community, an updated notification to CGB and local community must be made. The CGB and local community will be afforded 30-days to review what additional items are being requested.
- c) Certify the request for controlled property comports/complies with all applicable approval requirements of the CGB.
- d) Certify they have adopted and comply with controlled property standards (i.e., appropriate use, supervision of use, effectiveness evaluation, auditing/accountability of use, transparency/notice of use, and record-keeping requirements).
- e) Certify they have provided annual training to personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the United States and de-escalation of force.
- f) (*LEAs with LRADs*) Certify that the LRAD is utilized exclusively as a public address system for commercial purposes.
- g) Certify that controlled property vehicle(s) are utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief.
- h) Certify that controlled property requiring a license (or other authorization), is only utilized by personnel who hold license (or other authorization) to operate such property.
- i) Certify that controlled property will be returned to DLA Disposition Services when no longer needed.
- j) Certify that they are abiding by the current LESO Program SPO and SPO Addendum, and maintain a signed copy of these documents on file.

k) Certify the Application for Participation on-file with LESO Program is current and accurately reflects the number of officers in the agency when fully staffed. (Note: If Application for Participation is not accurate, LEA must provide an updated Application for Participation to State Coordinators Office).

l) Certify they are compliant with LESO Program allocation limits. (Note: Property allocation limits are based on the number of officers at an LEA when fully staffed).

m) Certify that they agree to return the controlled property if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

n) *Campus LEAs (as described in Section 4)* must also certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

o) *Program participants who are part of a regional sharing agreement (as described in Section 5)*, must also certify that the other LESO Program participant in the regional sharing agreement requesting the property under a conditional loan: 1) Have adopted requisite protocols in (as described in Section 6) or will adopt those protocols before their personnel use the controlled property, 2) Have provided requisite training (as described in Section 7) or will provide that training before their personnel use the controlled property, and 3) Will adhere to the information collection and retention requirements (as described in Section 8).

10) SAVINGS CLAUSE/INTERPRETATION Nothing in this SPO Addendum shall be construed to impair or otherwise affect the requirements under the existing SPO between the State and LEA (dated February 2021), unless expressly amended herein. To the extent there is a disagreement concerning the interpretation of this SPO Addendum or the extent this SPO Addendum affects requirements under the existing SPO, the disagreement shall be resolved at the exclusive discretion of the LESO Program.

11) AGREEMENTS OF PARTIES By signing this SPO Addendum, the State and LEA acknowledges and accepts these changes. The SPO Addendum must be signed by LEAs no later than January 1, 2023 to remain eligible for LESO Program participation. The changes contained in this SPO Addendum are acknowledged and accepted by the following:

Governor-appointed State Coordinator State of Florida

Title (Print): State Coordinator

Name (Print): Zach Barton

Signature (Sign): Zachariah Barton Date MM/DD/YYYY: 09/12/2022

Law Enforcement Agency Name: _____

Chief Law Enforcement Official (CLEO) Title (Print): _____

Name (Print): _____

Signature (Sign): _____ Date MM/DD/YYYY: _____

STATE PLAN OF OPERATIONS
BETWEEN
THE STATE OF FLORIDA
AND THE

KISSIMMEE POLICE DEPARTMENT, 2YTF9C
(Hereinafter known as LEA)

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Florida and the Law Enforcement Agencies of Florida, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to Federal and State/Territory Law Enforcement Agencies (LEA's), personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with emphasis on counter-drug / counter-terrorism or border security activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA) in determining whether property is suitable for use by agencies in Law Enforcement Activities (LEAs). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is also known as the "1033 Program" or the "LESO Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. OPERATIONAL AUTHORITY

The Governor of the State of Florida has designated in writing with an effective date of Feb. 13, 2014 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program is provided by administrative fees.

The provided funding is used to support assistance to the LEAs with customer service to include computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Florida is as follows:

State Coordinator (SC): **Jody J. Quick**

State Point of Contact (SPOC): **Cherie Ferrell**

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 4050 Esplanade Way 380.1z

Tallahassee, FL 32399 EMAIL / Contact Phone Numbers:

Jody Quick, 1033 Program Administrator, State Coordinator

Jody.Quick@dms.myflorida.com

Main Phone Number: 850-487-1434

Mobile Number: 850-879-4539

Cherie Ferrell, State Point of Contact

Cherie.Ferrell@dms.myflorida.com

Main Phone Number: 850-488-5134

Hours of

Operation: **8:00 a.m. to 5:00 p.m., Monday thru Friday**

- A. All property is transferred and the recipient agrees to accept property on an as-is, where-is basis. The DLA has final authority to determine the type, quantity, and allocation of excess DoD personal property suitable for law enforcement activities.
- B. This agreement creates no entitlement to the State or Territory to receive excess DoD personal property. DLA retains the right to recall any property during the period that it is conditionally transferred.
- C. The LEA understands that property made available under this agreement is for the use of authorized program participants only. Authorized participants who receive property from the LESO Program will not loan, donate, or otherwise provide property to other groups or entities that are not otherwise authorized to participate in the Program. Authorized participating agencies may, with prior approval from the State/Territory on a temporary basis, conditionally loan property to another participating agency as their mission requires, utilizing an Equipment Custody Receipt (ECR). Property temporarily loaned will be returned to the LEA responsible for the accountability. All requests for property will be based on bona fide law enforcement requirements.
- D. Controlled property (equipment) includes any property that has a Demilitarization (DEMIL) Code of B, C, D, E, F, G, and Q3.

To receive such property, on an annual basis the LEA shall certify (Ref: 10 U.S. Code § 2576a):

- 1) That it has obtained the authorization of the relevant local governing body authority (city council, mayor etc.) to participate in the program.
 - 2) That it has adopted publicly available protocols for the appropriate use of controlled
 - 3) That it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property.
- E. The LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft.
- F. Upon approval of written requests, cannibalization may be performed on approved aircraft, armored vehicles, and High Mobility Multipurpose Wheeled Vehicles (HMMWVs). Requests will be submitted in writing to the State and approved by the LESO for approval. The cannibalized end item must be returned to DLA Disposition Services within the allotted timeframes determined by the LESO.
- G. The LESO conditionally transfers all excess DoD property to States/Territories/LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the DoD in perpetuity and will not be relinquished to the States/Territories/LEAs. When the States/Territories/LEAs no longer has a legitimate law enforcement use for controlled property, the States/Territories/LEAs will notify the LESO and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the DLA at any time.
- H. Property with a DEMIL Code of "A" and "Q" with an Integrity Code of "6" (Q6) is also conditionally transferred to the State/LEA, yet controlled for one (1) year from the ship date. However, after one (1) year from the ship date, the DLA will relinquish ownership and title to the State/Territory/LEA. Prior to this date, the State/Territory/LEA remains responsible for the accountability and physical control of the item(s) and the Program retains the right to recall the property.
- 1) Property with DEMIL Codes of "A" and "Q6" will be placed in a closed status on the LEA's LESO inventory upon meeting the one year mark.
 - 2) Once closed, the property is no longer subject to the annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
 - 3) Ownership and title of DEMIL "A" and "Q6" items that have been closed will pass from the DoD to the LEA one year from the ship date, without issuance of

any further documentation.

- 4) LEAs receive title and ownership of DEMIL "A" and "Q6" items as governmental entities. Title and ownership of DEMIL "A" and "Q6" property does not pass from DoD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State/Territory and local laws that govern public property. Sales or gifting of DEMIL "A" and "Q6" property after one year from the ship date in a manner inconsistent with State/Territory or local law may constitute grounds to deny future participation in the LESO Program.
 - 5) An SF 97 form will be provided upon physical transfer for vehicles. Recipients are authorized to make upgrades to vehicles during the one (1) year conditional period. Full title to DEMIL "A" and "Q6" property, including vehicles, will vest in the recipient after one (1) year if all other requirements of this agreement have been met. After the one (1) year period DEMIL "A" and "Q6" items may be transferred, cannibalized for usable parts, sold, donated or scrapped.
- I. LEAs are not authorized to transfer any property on their inventory without State and LESO notification and approval. Property will not physically move until the LESO approval process is complete.
 - J. Certain controlled equipment will have a documented chain of custody (i.e. Equipment Custody Receipt [ECR] or equivalent), including a signature of the recipient. Controlled equipment requiring a chain of custody are: small arms, aircraft, high profile vehicles, optics, robots, and small arm's parts/accessories. It is encouraged to utilize ECRs for all controlled equipment. Regarding ECRs during a LESO PCR see section VI, A, 4.
 - K. Sale or transfer of DEMIL Codes "A" or "Q6" property after the one (1) year conditional holding and utilization period to non-LEA participants will be executed in compliance with U.S. Export Control Regulations.
 - 1) Excess personal property may be export-controlled, regardless of the assigned DEMIL Code and regardless of the Department or Agency that donates the property.
 - 2) DEMIL Codes are not a substitute for export controls. They do not provide information on the export control requirements for an item.
 - 3) The Transferee is responsible for complying with U.S. Export Control Laws and Regulations, including the Export Administration Regulations (EAR) (15 CFR Parts 730-774) and the International Traffic in Arms Regulations (ITAR) (22 CFR

Parts 120-130).

- a) This responsibility exists independent of, and is not established or limited by, the information provided in this statement of compliance.
- b) The responsibility includes, but is not limited to, determining the subsequent transferee's eligibility to receive such items in accordance with U.S. Export Control Laws and Regulations.
- c) Information on the EAR and ITAR are at:
<https://www.bis.doc.gov/index.php> and
<https://www.pmddtc.state.gov/index.html>.
- d) Tips:
 - i. If Transferee has doubts about which regulation governs control of the item, they may submit a commodity jurisdiction request to the Department of State, Directorate of Defense Trade Controls to determine whether it is subject to the ITAR or EAR. Information on commodity jurisdiction requests can be found at:
http://www.pmddtc.state.gov/commodity_jurisdiction/index.html.
 - ii. If Transferee is sure the item is subject to the EAR, but needs help determining the correct Export Control Classification Number (ECCN), they may submit a commodity classification request to the Department of Commerce, Bureau of Industry and Security (BIS). Information on classification requests can be found at:
<https://www.bis.doc.gov/index.php/licensing/commerce-control-list-classification/classification-request-guidelines>
 - iii. For items subject to the EAR: Transferee is cautioned that prior to sale or transfer of items they should be familiar with their customer and intended end use of the items. Transferees must check prospective Transferees/buyers to ensure they are not on the Department of Commerce List of Parties of Concern (<https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>) and the transfer/sale complies with the EAR, including 15 CFR Part 736. BIS Export Compliance Guidelines are at: <https://www.bis.doc.gov/index.php/forms-documents/pdfs/1641-ecp/file>
- 4) The Transferee must notify all subsequent purchasers or Transferees in writing, of their responsibility to comply with U.S. Export Control Laws

and Regulations.

- 5) *Definition.* “Export-controlled items,” as used in this statement of compliance, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:
- a) “Items,” defined in the EAR 15 CFR 772.1. as “commodities”, “software”, and “technology.”
 - b) “Defense Articles, Defense Services, and related Technical Data defined in the ITAR, 22 CFR Part 120.

IV. ENROLLMENT

- A. An LEA will have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/academies may be authorized to participate in the program given the primary function is the training of bona fide State/Territory and Local law enforcement officers. Law Enforcement training facilities/academies will be reviewed and approved for participation on a case-by-case basis via concurrence of DLA Disposition Services, DLA General Counsel, and DLA J349.
- B. Unauthorized Participants. Nongovernmental law enforcement entities such as private railroad police, private security, private academies, correctional departments and prisons, or security police at private schools or colleges. Fire departments, by definition, are ineligible for the Law Enforcement Support Program.
- C. The State shall:
- 1) Establish and implement the LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals regarding the LESO Program, and this MOA.
 - 2) Receive and process applications for participation from eligible LEAs within their state.
 - 3) Collect originating agency identifier code for all new, reactivation (whether voluntary separation or termination), and otherwise suspicious applications. Originating agency identifier will be coordinated with DLA Office of the Inspector General (OIG) for validation against the Federal Bureau of Investigation’s National Crime Information Center database.
 - 4) Ensure only authorized LEA applications for participation are submitted to the Program for approval. Applications are required by the LESO Standard

Operating Procedures (SOP) to be submitted within thirty (30) days of both the CLEO's and the State's/Territory's approved signature and date.

- 5) Validate the authenticity of the LEAs within their State/Territory that are applying for participation. If the State/Territory forwards an unauthorized participant application, this may result in a formal suspension of the State/Territory.
- 6) Determine the qualifications of a full-time law enforcement officer.
- 7) Have sole discretion to disapprove LEA applications on behalf of the Governor of their State/Territory. The LESO should be notified of any applications disapproved at the State/Territory level. The State/Territory will only forward and recommend/certify LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State/Territory, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval/disapproval authority for all LEA applications forwarded by the States/Territories.
- 8) Ensure LEAs enrolled in the Program update the LEA's account information annually, or as needed. This may require the LEA to submit an updated application. Updated applications are required to be submitted for, but are not limited to, the following reasons: a change in CLEO, the addition or removal of a screener, and/or a change in the LEA's address or contact information.
- 9) Provide a comprehensive overview of the Program to all LEAs once they are approved for enrollment. This comprehensive overview will be done within thirty (30) days of an LEA receiving the LESO's approval to participate.
- 10) Ensure that screeners of property are employees of the LEA. A screener may only screen property for two Law Enforcement Agencies. Contractors may not conduct screening on behalf of the LEA.
- 11) Ensure at least one person per LEA maintains access to the Federal Excess Property Management Information System (FEPMIS), or current property accounting system. Account holders will be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

- A. Per the DLA Instructions and Manuals regarding the LESO Program and this MOA, each State/Territory is required to conduct an annual physical inventory certification of all property on the inventory. Annual inventories start on October 1 of each year and end January 31 of each year.

- 1) DEMIL "A" and "Q6" property records will not be closed during the annual inventory.

B. The State shall:

- 1) Receive and validate incoming certified inventories and reconcile inventories from the LEAs.
- 2) Ensure LEAs validate and provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all aircraft, armored vehicles, small arms and other unique items, as required.
- 3) Suspend a LEA as a result of the LEA's failure to properly submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

- 1) Complete and certify the annual physical inventory as required for continued participation in the program.
- 2) Adhere to additional annual certification requirements as identified by the LESO. All inventories and certification statements will be maintained on file indefinitely.
 - a) The State and LESO requires each LEA to submit certified inventories for their agency by January 31 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA four (4) months to physically inventory DLA LESO Program property in their possession and submit their certified inventories to their State Coordinator.
 - b) In addition to the certified inventories, the LESO requires photographs for all High- Profile property identified as aircraft, armored vehicles, small arms, and other unique items as required, received through the Program.
 - i. The LESO requires a side and data plate photo for aircraft and vehicles that are serial number controlled, received through the Program.
 - ii. The LESO requires serial number photos for each small arm received through the Program.
 - c) LEAs that fail to submit the certified annual inventory by January 31

may be suspended from operations within the Program. When a LEA is suspended, a Corrective Action Plan (CAP) will need to be submitted to the State and LESO identifying all actions taken to correct the deficiencies. Further failure to submit the certified annual inventory may result in a LEA's termination.

- 3) Be aware that High-Profile commodities (aircraft, armored vehicles and small arms) and other property may be subject to additional controls.
- 4) Ensure that an approved current SPO is uploaded in FEPMIS.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a PCR for each State/Territory that is enrolled in the LESO Program every two (2) years. The Program reserves the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/Territory. LESO PCRs are performed in order to ensure that State Coordinators, SPOCs, and all LEAs within a State/Territory are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instruction and Manuals regarding the LESO Program, and this MOA.

- 1) If a State/Territory and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within his/her State/Territory.
- 2) If a State/Territory and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the Program operations within the State/Territory and/or LEA.
- 3) States/Territories and/or LEAs which fail a program compliance review will be suspended for a minimum of sixty (60) days and will not be reinstated until DLA conducts a re- inspection on the State/Territory and the State/Territory and/or LEA successfully passes the inspection.
- 4) During a LESO PCR, it is the Program's intent to physically inventory 100% of property selected for review at each LEA. The use of ECRs in lieu of physical inspection is discouraged during PCRs.

B. The State/Territory shall:

- 1) Support the LESO PCR process by:
 - a) Coordinating and forwarding completed PCR daily events schedule to the selected LEAs to be reviewed.

- b) Contacting LEAs selected for review via phone and email to ensure they are aware of the PCR schedule and prepared for review.
 - c) Receiving inventory selections from the LESO and forwarding them to the selected LEAs.
 - d) Ensuring the LEA Points of Contact (POCs) gather the selected items in a central location to ensure the LESO can efficiently inventory the items.
 - e) Providing additional assistance to the LESO as required, prior to, during, and upon completion of the PCR.
- 2) Conduct internal PCRs of LEAs participating in the Program in order to ensure accountability, program compliance, program eligibility and validate annual inventory submissions are accurate. The State/Territory will ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his/her State/Territory is completed annually. Results of internal PCRs will be kept on-file at the State Coordinator's Office.
- a) The internal PCR will include, at minimum:
 - i. A review of the SPO signed by both parties, ensuring that the SPO is uploaded into the Station Management Utility within FEPMIS.
 - ii. A review of the LEA's application/screener letter.
 - iii. A physical inventory of DLA LESO Program property selected for review at each LEA.
 - iv. A specific review of each selected LEA's files for the following: DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), or other pertinent documentation as required.
 - v. Review and confirm authenticity and eligibility of the LEA.
 - b) For uniformity purposes, the State/Territory shall utilize a PCR checklist provided by the LESO, or equivalent.
 - c) In cases that require a repossession or turn-in of property, the

State/Territory and/or LEA will bear all expenses related to the repossession and/or turn-in/transfer of DLA LESO Program property to the appropriate DLA Disposition Services site.

VII. REPORTING REQUIREMENTS FOR LOST, STOLEN, OR DESTROYED DLA LESO PROGRAM PROPERTY

- A. All property Lost, Stolen or Destroyed (LSD), carried on a LEAs current inventory, must be reported to the LESO.
- 1) LSD controlled property must be reported to the LESO within twenty-four (24) hours. The LEA may be required to provide the following:
 - a) A comprehensive police report
 - b) A National Crime Information Center (NCIC) report/entry
 - 2) The State/Territory will provide the contact information for the Civilian Governing Body over the LEA involved, to include: Title, Name, Email and mailing address.
 - 3) LSD property with a DEMIL Code of "A" and "Q6" must be reported to the LESO within seven (7) days.
 - 4) All LEAs participating in the program will agree to cooperate with investigations into LSD by the DLA OIG.
 - 5) A DD 200 Form, Financial Liability Investigation for Property Loss (FLIPL) will be required to be submitted to the LESO for all unaccounted for property.
- B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

VIII. AIRCRAFT AND SMALL ARMS

- A. All aircraft are considered controlled property, regardless of DEMIL Code. The SPO will ensure that all LEAs and all subsequent users are aware of, and agree to provide, all required controls and documentation in accordance with applicable laws and regulations for these items.
- B. LEAs no longer requiring small arms issued through the LESO Program will request authorization to transfer or turn-in small arms. Transfers and turn-ins will be forwarded and endorsed by the State/Territory, and approved by the LESO. Small arms will not physically move until the LESO provides official notification that the approval process is complete.

When returning small arms to Anniston Army Depot, LEAs are required to:

- 1) Provide the 1348-1A turn in document that has been approved through the LESO.
 - 2) Provide an appointment letter signed by the CLEO, or their designee, appointing the certifier and verifier to that position (found on the LESO website).
 - 3) Provide the inert certificate that has been signed by a qualified certifier and verifier.
 - 4) Insert a flag safety or chamber flag into the chamber for visual verification that the small arm is clear of ammunition.
 - 5) The aforementioned documentation will be placed in a packing slip affixed to the outside of the shipping container. A duplicate set of documents will be placed inside the shipping container.
- C. Small arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he/she has received the appropriate small arm(s) with the correct, specified serial number(s). Small arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt; this Custody Receipt obtains the signature of the officer/deputy responsible for the small arm.
- D. Modifications to small arms are authorized. All parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposal. If the modified small arm is transferred to another LEA, all parts must accompany the small arm to the receiving LEA.
- E. Weapon Accountability. Law enforcement agencies that have multiple instances of a missing, lost, or stolen LESO Program small arm within a five (5) year window will be assessed by DLA Disposition Services to determine if a systemic problem exists.
- 1) First Instance of Loss/theft: Will result in a sixty (60) day minimum suspension.
 - 2) Second Instance of Loss/theft: Will result in a one hundred and eighty (180) day minimum suspension.
 - 3) Third Instance of Loss/theft: Will result in a two hundred and forty (240) day minimum suspension. DLA Disposition Services will submit a formal assessment presenting all the facts of the instances of loss, relevant data, and evidence as to whether a systemic problem exists to DLA J34 for review and coordination. DLA Disposition Services will recommend potential disciplinary actions which could include recalling the agency's loaned small arms or termination from the Program.
- F. Aircraft and small arms will not be obtained by any authorized participant for the

purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and will be returned to the LESO at the end of their useful life.

IX. RECORDS MANAGEMENT

A. The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the DEMIL Codes. All documents concerning property record will be retained.

- 1) Property records for items with DEMIL Codes of "A" and "Q6" will be retained for two
(2) calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 2) Property records for controlled property will be retained for five (5) calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 3) Environmental Property records will be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).
- 4) LESO Program files will be segregated from all other records.
- 5) All property records will be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A for approved requests for transfers, turn-ins, requisitions, and any other pertinent documentation and/or records associated with the LESO Program (i.e. approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1).

X. LESO PROGRAM ANNUAL TRAINING

- A. 10 USC § 280 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State/Territory (including law enforcement personnel of the political subdivisions of each State/Territory). The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.
- B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

- C. The State/Territory shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that LESO conducts.

XI. PROPERTY ALLOCATION

A. The State Shall:

- 1) Upon receipt of a valid LEA request for property through the DLA Disposition Services RTD Website, give a preference to those requisitions indicating that the transferred property will be used in the counter-drug/counter-terrorism or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEA inventory and LEA justifications for property.
- 2) The State and the LESO reserves the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated. Quantity exceptions may be granted on a case-by-case basis by the LESO based on the justification provided by the LEA. Currently, the following allocation limits apply:
 - a) Small Arms: one (1) of each type for every qualified officer, full-time/part-time;
 - b) HMMWVs/Up-Armored HMMWVs: one (1) vehicle for every three (3) officers;
 - c) MRAPs/Armored Vehicles: two (2) vehicles per LEA;
 - d) Robots: one (1) of each type for every twenty-five (25) officers
- 3) Additional justification may be required for small arms and armored vehicles. The LESO reserves final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DoD property.
- 4) Access the DLA Disposition Services RTD Website at a minimum of once daily (Monday- Friday) to review/process LEAs' requests for excess DoD property.

B. The LEA shall:

- 1) Ensure an appropriate justification is submitted when requesting excess DoD property via the DLA Disposition Services RTD Website.
- 2) Access the LESO website for timely and accurate guidance, information, and links concerning the LESO Program and ensure that all relevant information is reviewed.

- 3) When requesting property for counter-drug/counter-terrorism or border security activities, provide a justification that specifies that the property will be used for such activities.
- 4) Maintain access to FEPMIS to ensure the LEA is properly maintaining their property books, to include, but not limited to, transfers, turn-ins, and disposal requests.
 - a) FEPMIS account holders must be employees of the LEA.

XII. PROGRAM SUSPENSION & TERMINATION

- A. The State/Territory/LEA is required to abide by the terms and conditions of the DLA MOA and SPO in order to maintain active status.
- B. If a State Coordinator or LEA fails to comply with any terms of the DLA MOA, Federal statute or regulation, SPO, or a State MOA, the State and/or LEA may be placed on restricted status, suspended, and/or terminated from the Program. All suspension or termination notifications will be in writing and will identify remedial measures required for reinstatement, if applicable.
 - 1) Suspension: A specified period of time in which an entire State/Territory or identified LEA(s) is prohibited from requesting and receiving additional property through the Program. Additional requirements for remedial action may also be placed on suspended activities, to include return of all or specifically identified controlled property. Suspensions will be for a minimum of sixty (60) days.
 - 2) Termination: Removal of a LEA or State from participating in the Program. The State Coordinator and/or identified LEAs will transfer or turn-in all controlled property previously received through the Law Enforcement Support Program at the expense of the State and/or the LEAs.
 - 3) Restricted Status: A specified period of time in which a State/Territory or LEA is restricted from receiving an item or commodity due to isolated issues with the identified commodity. Restricted status may also include restricting an agency from all controlled property. Restricted status is commonly used for agencies that have active consent decrees from the Department of Justice.
- C. The State shall:

- 1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of DLA LESO Program property or requirements and/or repeated failure to meet the terms and conditions of this DLA MOA. Suspension may lead to termination.
- 2) Coordinate with the LESO, who will have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) Issue corrective action guidance in coordination with LESO and the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property to include the LEA's CAP.
- 5) Suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any terms of the DLA MOA, the DLA Instruction and Manuals regarding the LESO Program, any Federal statute or regulation, or this State Plan of Operation.
- 6) In the event of a LEA termination, make every attempt to transfer the DLA LESO Program property of the terminated LEA to an authorized State/Territory or LEA, as applicable, prior to requesting a turn-in of the property to the appropriate DLA Disposition Services location.
 - a) In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all DLA LESO Program property in their possession.
- 7) Notify the LESO and initiate an investigation into any questionable activity or action involving DLA LESO Program property issued to an LEA that comes to the attention of the State/Territory, and is otherwise within the authority of the Governor/State/Territory to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on suspension or termination of the LEA to the LESO. States/Territories, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time and for any reason.
- 8) Request that the LESO suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any term of this MOA, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the SPO.

- 9) Implement State level LEA suspensions and notify the LESO if a LEA fails to comply with any term of this MOA, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the SPO.
- 10) Initiate corrective action to rectify suspensions and/or terminations placed upon the State for failure to meet the terms and conditions of the LESO Program.
- 11) Make contact (until resolved) with suspended LEA(s) within his/her State to ensure corrective actions are rectified by the timeframe provided by the LESO.
- 12) Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property. The State/Territory must submit all documentation to the LESO upon receipt.
- 13) Provide documentation to the LESO when actionable items are rectified for the State and/or LEA(s).
- 14) Provide a written request to the LESO for reinstatement of an LEA via the State Coordinator or SPOC(s) for full participation status at the conclusion of a suspension period.
- 15) Provide a written request to the LESO for reinstatement of the State via the Governor for full participation status at the conclusion of a suspension period.

D. The LEA shall:

- 1) In the event of the LEA termination, make every attempt to transfer the DLA LESO Program property to an authorized participating LEA, as applicable, prior to requesting a turn-in of the property to the approved DLA Disposition Services location.
 - a) In cases of a State termination, the State will have one hundred and twenty (120) days to complete the transfer or turn-in of all DLA LESO Program property in their State.
 - b) In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all DLA LESO Program property in their possession.

XIII. AMMUNITION

A. DLA in support of the United States Army will aid in allocating ammunition to LEAs.

- 1) U.S. Army will issue approved transfers directly to the LEA. LEAs are responsible for funding all costs associated with the packing and shipping of ammunition and will make reimbursements directly to the U.S. Army.
- 2) All ammunition obtained via the Law Enforcement Support Program will be for training purposes only. At the time of request, LEAs will certify in writing that the ammunition will be used for training purposes only. Ammunition will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained through the Program shall not be sold.
- 3) Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during compliance reviews.
- 4) DLA Disposition Services will track and preserve necessary records of ammunition transferred to a LEA and will post all agency requests, approvals, and denials on the public web-page.

XIV. COSTS & FEES

All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program are the sole responsibility of the LEA.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E- mail, the United States Postal Service, express service, or facsimile to the appropriate DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this MOA. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this MOA in accordance with Section XIX, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

A. By signing this MOA, or accepting excess DOD personal property under this MOA, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.

- 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
- 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93- 112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

- a. The LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO Program. Self- insurance by the State/LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO Program. It is recognized that State and local law generally limit or preclude State Coordinators/LEAs from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.
- b. LEAs are not required to maintain insurance on controlled property, aircraft or other items with special handling requirements that remain titled to DoD. However, LEAs must be advised that if they elect to carry insurance and the insured property is on the LESO inventory at the time of loss or damage, the recipient must submit a check made payable to DLA for any insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

XVIII. TERMINATION

- A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.
- B. The undersigned State Coordinator and CLEO hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

Click here to enter text.

Type/Print Chief Law Enforcement Official Name



Chief Law Enforcement Official Signature

6-3-19

Click here to enter a date.

Date

Jody Quick

Type/Print State Coordinator or Point of Contact Name



State Coordinator or Point of Contact Signature

4/30/2019

Date

Kissimmee Police Department
Support Services Division – Supervisory Endorsement

Celia Dorn

Celia Thacker-Dorn
Legal Counsel

☐ APPROVED
☒ RECOMMENDED

☐ NOT APPROVED
☐ NOT RECOMMENDED

Comments: _____

Date: 5/23/19

☐ APPROVED
☒ RECOMMENDED

☐ NOT APPROVED
☐ NOT RECOMMENDED

Comments: _____

Date: 5-29-18

☐ APPROVED
☒ RECOMMENDED

☐ NOT APPROVED
☐ NOT RECOMMENDED

Comments: _____

Date: 5/30/19

☒ APPROVED
☐ RECOMMENDED

Comments: _____

Date: 6-3-19

Jeffrey Tambasco

Jeffrey Tambasco
Support Services Division Commander

Betty Holland

Betty Holland
Deputy Chief

Jeffrey M. O'Dell

Jeffrey M. O'Dell
Chief of Police

Chief,
This was due
5/31 but I had
Pam contact the
Rep & let her know
we are sending
it on Monday.

B

ITEM 7.D

Approval to purchase Rescue Boats from Coastal Rescue Solutions

Request

Fire Department requests permission to purchase a 2 boat/trailer package from Coastal Rescue Solutions.

Explanation

The Fire Department is requesting to purchase a 2 boat/trailer package from Coastal Rescue Solutions. The package includes two boats on one trailer.

As demonstrated by Hurricane Ian and the associated flooding, rescue boats need to be included in the Fire Department fleet. Although we were able to secure resources from other agencies, this tandem boat/trailer package will enable us to provide quick, lifesaving rescues when called upon and will keep our personnel from having to wade in deep water which may be contaminated, or infested with snakes, alligators, etc. Additionally, these boats will also be able to assist with rescue and recovery on Lake Tohopekaliga.

Boat number one is a 16-foot flat-bottom boat with a 60-hp motor. This unit is a rescue boat that can support operations on local ponds, flooded areas, and Lake Tohopekaliga. This unit features a light rack with light bar, a night vision light package, a depth finder with sonar, a sunshade, and a front rescue rack. Boat number two is a 16-foot, heavy-duty, inflatable Zodiac boat with a manual 25-hp motor. This boat is portable and capable of being carried from location to location. Both boats are transported on one 20-foot tandem trailer.

The total boat/trailer package is \$64,568.00 and is a sole source purchase. We are requesting to fund this new project with some of the funding originally allocated for a Driving Simulator with Trailer (Project ST2300) in our approved FY23 Capital Budget. This will leave us with enough money in ST2300 to purchase the Driving Simulator, but without the Trailer. We are currently researching locations where the Driving Simulator can be permanently mounted.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10435106 506494	ST2300	Decrease	64,568	64,568
10435106 506494	ST23XX	Increase	64,568	64,568

Financial Summary:

A new Capital Project will be set up for this project, and funding will be transferred from ST2300/Driving Simulator with Trailer to the new project. Both projects will be in account 10435106 506494.

Recommendation

Approval to purchase a 2 boat/trailer package from Coastal Rescue Solutions and to transfer the funds from ST2300 for this new project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

1. Coastal Rescue Solutions - Quote
2. Coastal Rescue Solutions - Sole Source Letter

Coastal Rescue Solutions

9935 Rock Hill Rd
Ponce de Leon, FL 32455
sales@coastalrescue.us

Date: November 6, 2022

Quote #: 22-1524

Jeff McVay

Salesperson: 850-865-5367

sales@coastalrescue.us



"Our Tools Save Lives"

Bill To:

City of Kissimmee Fire Department
Attn: Deputy Chief Joseph Leone
101 Church Street Ste 200
Kissimmee, FL 34741

Ship/Deliver To:

Same

Phone: Station 407-518-2222

Cell 407-818-3911

Email: Joseph.leone@kissimmee.gov

Quote # 22-1524

Details	Each	Qty	Price
RescueONE® 1673-X3™ GEN3 Connector Boat®	\$11,940.00	1	\$11,940.00
GEN3 ControlCONSOLE™	\$3,960.00	1	\$3,960.00
GEN3 DIVERSupport/VictimLIFT™	\$3,540.00	1	\$3,540.00
GEN3™ LightRACK™ (Folding—No Lights)	\$1,860.00	1	\$1,860.00
LED4Pak™	\$460.00	1	\$460.00
Mini Emergency Warning LED Light Bar	\$640.00	1	\$640.00
NightVISION™ Light Package	\$870.00	1	\$870.00
Interior Lights	\$470.00	1	\$470.00
Humminbird® Helix 12—12" Screen w/ GPS, CHIRP, Mega, G3N, and Side Imaging	\$3,870.00	1	\$3,870.00
SUNShade™ Bimini Top	\$770.00	1	\$770.00
60 hp Mercury Outboard Engine 60ELPT	\$8,400.00	1	\$8,400.00
RescueONE® Inflatable ProX500™	\$4,980.00	1	\$4,980.00
25 hp Mercury Tiller Engine 25MLH—Manual Start, Tiller Control, Long Shaft	\$4,980.00	1	\$4,980.00
GEN3 TWINTransport™ Steel Painted Trailer	\$13,180.00	1	\$13,180.00
Motor SwingRACK™ Standard Storage Rack	\$760.00	1	\$760.00
SlideRAMP™	\$780.00	1	\$780.00
SKYLights™ 108 Watts of Fully Adjustable/ Telescopic LED Scene Lights—Per Pair	\$650.00	1	\$650.00
Adjustable Bunk Support System for Inflatables—Per Level	\$710.00	1	\$710.00
Storage Locker—Per Side	\$280.00	1	\$280.00
Bravo 12 Volt Air Pump	\$190.00	1	\$190.00
Terms:	Sub-Total		\$63,290.00
Thank you—we really appreciate your business! Payment is expected before delivery and a 5% delinquency surcharge will be added every 30 days thereafter on delinquent accounts unless prior arrangements have been made. All quotes are subject to change after 30 days or sooner if there are significant changes in supply of relevant and critical materials and/or services.	Discount		-\$0.00
Sales tax can only be exempted with a legible photocopy of your sales tax exempt/resale certificate.	Delivery		\$1,278.00
	Sales Tax		\$0.00
	Grand Total		\$64,568.00
Notes: - Optional Motor: 25 hp Mercury Tiller 25ELHPT—Electric Start, Tilt/Trim, Tiller Control \$5,420.00 - Sales tax can be exempted with a legible photocopy of your sales tax exempt/resale certificate. - Delivery: Figured at \$2.25 per loaded mile each boat. 568 miles X \$2.25=\$1,278			

We are looking forward to serving you!

"Greater love has no one than this, that he lay down his life for his friends."

~John 15:13~



Boat Options

- 1673-X3™ GEN3 Connector Boat® Basic Package:** StiffBACK DOUBLE HULL™ design, full length SecureTRAC™ system for securing any gear, anywhere inside, built-in foam for redundant buoyancy, USCG navigation lights and ABYC and NMMA safety certified wiring harness, twin 1100 gph bilge pumps, non-skid tough interior coating, 2 SeaTOOL™ boxes, 4floatROPES™. Specs: 16'6" long, 6'3" beam, 60" bottom width, 21" side depth (outside), 580 lbs. dry weight, double hull with 2" foam separating them, hull material 0.100 thickness marine grade aluminum, 1800 lbs. maximum recommended capacity, 1250 lbs. maximum persons weight. **In addition to the boat itself, the basic package includes: GEN3 ControlCONSOLE™:**
- ☒ Stronger aluminum material, power coated, seat is adjustable (front to rear), seat tilts up for access to fuel cell and gauge. It includes electrical switch panel which meets all NMMA, ABYC safety standards, SafeT® steering system with wheel, driver's seat (with replaceable cushions), and engine controls. Marine battery in case with charger/maintainer and POWERgauge™ showing battery condition at a glance. **GEN3 DIVERSupport/VictimLIFT™:** Deploys in seconds, supports divers providing easy access in and out of boat. Built of anodized aluminum, weighs 35 lbs., supports 300 lbs., removable and folds easily into boat for storage. New design allows it to do double duty as a hoist to lift a victim from the water. Includes two HOISTlevers™. Fits any RescueONE® Connector Boat®. **GEN3™ LightTRACK™ (Folding):** New narrow design is heavier, stronger, and compact. Built of anodized aluminum. Folds backwards out of the driver's way, includes side mount plates for additional work lights and internal wiring harness. Fits only GEN3 model 1673-X3™ Connector Boats®. ****Lights are not included, this is a light rack only.****
 - ☐ **2196 X3™ Boat—**StiffBACK DOUBLE HULL™ design, with storage under rear deck. The moveable SEATool™ box with cushions, seats 4 and can be placed in center, on either side or laterally across the boat. Rear step pods provide better access to the water surface, boost side stability and facilitate level launches. It features built-in foam for redundant buoyancy, USCG navigation lights and ABYC and NMMA safety certified wiring harness, twin 1100 gph bilge pumps, non-skid tough interior coating, high quality exterior paint (white) and reflective stripping. **Standard equipment includes:** GEN3™ ControlCONSOLE™ - Strong aluminum material, power coated, seat is adjustable (front to rear), electrical switch panel which meets all NMMA, ABYC safety standards, SafeT® steering system with wheel, driver's seat (with replaceable cushions), and engine controls, GEN3™ LightTRACK™ - Built of anodized aluminum, includes top and side mount plates for additional work lights and internal wiring, GEN3™ DIVERSupport/VictimLIFT™ - Deploys in seconds, supports divers providing easy access in and out of boat, built of anodized aluminum, weighs 35lbs, supports 300lbs, removable and folds easily into boat for storage, new design allows it to do double duty as a hoist to lift a victim from the water, includes two HOISTlevers™, Interior Lights, NightVISION™ Light Package, LED4Pak, Mini LED Light Bar, 115hp Mercury outboard equipped with our exclusive RescueONE®ProPower™ monitor system and protected by a 3-year factory warranty serviceable at any authorized dealer, and 2196-SS Transport™ Trailer-new SpaceSAVER™ tongue design allows storage in 24" shorter space than without. Includes a non-skid covered walk ramp to facilitate easy launching and loading, DOT compliant LED running lights, 14" radial tire, spare tire/wheel on mount, FunnelLOAD™ self-centering load guides, high quality PPG paint, HD winch, HD tongue jack and plastic coated safety cables. 20'6" length, 96" beam, 70" bottom width, 26" side depth. **MAXIMUM CAPACITIES:** Persons-6 or Total weight (PERSONS AND GEAR)- 1400lbs. Max Horsepower-150
 - ☐ **RescueONE® Inflatable Models: ProX430™:** Full bottle inflation with aluminum floor. 7 persons with 30hp maximum recommended. 20" transom for long shaft motor. Length 14'0", Beam 6' 10", weight 220 lbs., Max Load 2410 lbs.
 - ☒ **RescueONE® Inflatable Models: ProX500™:** Full bottle inflation with aluminum floor. 10 persons with 40hp maximum recommended. 20" transom for long shaft motor. Length 16'3", Beam 6' 10", weight 260 lbs., Max Load 2866 lbs.

☒ Bravo 12 Volt Air Pump

Trailer Options

- ☐ **Steel Trailer--1673-SS™ GEN3 Transport™:** New SpaceSAVER™ tongue design allows storage in 24" shorter space than our original design. Includes LED running lights, radial tires, premium Vault® hybrid lube hubs, spare tire/wheel on side mount, FunnelLOAD™ self-centering load guides, lifetime STEELPoly™ runners, high quality paint, tongue jack and plastic coated safety cables.
- ☐ **Galvanized Steel Trailer--1673-SS™ GEN3 Transport™:** In addition to the standard features, an optional galvanized coating in lieu of paint has been added.
- ☐ **Aluminum Trailer A1673-SS™ GEN3 Transport™:** New SpaceSAVER™ tongue design allows storage in 24" shorter space than our original design. Includes LED running lights, radial tires, premium Vault® hybrid lube hubs, spare tire/wheel on side mount, FunnelLOAD™ self-centering load guides, lifetime STEELPoly™ runners, tongue jack and plastic coated safety cables.
- ☐ **RescueONE® 1416 LowBoy™ Trailer:** Custom designed for inflatable boats, low boy profile makes it easy to enter and to launch. Includes side mount spare, LED lights and "fat boy" tires for the mud, sand or the highway.
- ☒ **GEN3 TWINTransport™ Trailer:** Stores, transports and launches two Connector Boats® or inflatables AND SpaceSAVER™ design is 2.5' shorter than our original design. Includes front tread plate step platform, tandem axles with radial tires, premium Vault® hybrid lube hubs, adjustable carriage (for proper weight distribution), AutoSURGE™ automatic disc brakes, Heavy Duty 9500lb electric winch to raise and lower upper boat, Winch Control Module includes HD battery, battery charger/maintainer and storage for remote control, all in a single enclosure. Standard are DOT approved LED running lights, back up and night work lights, lifetime SteelPOLY™ runners, high quality paint, HD tongue jack, plastic coated spring safety cables, spare tire/wheel mounted.

*May be added for additional price to TWINTransport™ Trailer: ☒ Motor storage locker(s) ☐ Storage tray(s) for gear ☐ Expanded Metal Mesh Safety Floor-forward of axles
☐ Galvanized coating in lieu of paint ☒ Adjustable bunk support system for inflatables per level ☒ SKYLights™ 108 watts of fully adjustable/ telescopic LED scene lights (pair)
☒ SlideRAMP™--For easy removal of an inflatable from the top rack without launching bottom boat*

Additional Options

- ☐ **Freshwater FireBOAT Pump™:** Can be installed in the boat (or removed) in 3 minutes or less by 3 or 4 people without tools. Powered by an electric start (with back up manual recoil) 20hp V-twin OHV gasoline engine, it pumps 90gpm at 125psi through an adjustable monitor and is fed by a 4" intake hose with floating strainer. It can supply up to 540gpm at low pressure to a land based apparatus and is equipped with AutoPRIME™ automatic vacuum primer. Battery and 6 gallon fuel cell included.
- ☐ **Saltwater FireBOAT Pump™:** Includes bronze (vs aluminum) pump housing and stainless steel frame. All other features are the same as the freshwater pump.
- ☒ **SUNShade™ Bimini Top:** White vinyl fabric, aluminum frame, boot and nylon positioning straps. When installed on a 1673-X3™ with SecureTRAC™ System it can be moved forward/backwards, folds back and is easily removable without tools.
- ☐ **2PowerPAC™:** Dual battery system doubles your power. Includes two marine batteries in cases, a dual switch and built-in Charger/Maintainer so you are always ready to go.
- ☐ **K9Trac™:** Four aluminum panels with non-skid surface designed for K9 SAR dogs. When deployed they facilitate easy navigation by K9s, full length on both sides and across the front of the boat. Dogs can stay focused without the distraction of its own navigation.

Lighting Options—Light Rack Does Not Include Any Lights

- ☒ **LED4Pak™:** 2 front facing and 2 side mount (adjustable) LED work lights.
- ☒ **Mini Emergency Warning LED Light Bar:** Installed red or blue LED light bar.
- ☒ **NightVISION™ Light Package:** Package includes installation and 8 high intensity submersible LED lights which are flush mounted in the sides of the hull with 2 front, 2 back, 2 on each side. They surround the boat with light on all four sides.
- ☒ **Interior Lights:** Two 16' (full length) no glare soft red LED Gunwale rope interior lights installed under the gun-wall railing on both sides of the boat.

Sonar Options—Humminbird® Helix Series—Includes all hardware, installation, set-up and testing labor and a Ram infinitely adjustable mount.

☐ Helix 5 (5" screen) ☐ Helix 7 (7" screen) ☒ Helix 12 (12" screen) With GPS and Side Imaging

Outboard Motors

60hp Mercury C/T Electric Start, Tilt/Trim, Remote Control equipped with our exclusive RescueONE®ProPower™ monitor system. It tracks and displays RPMs, engine hours (to facilitate accurate maintenance). This system is not available on standard outboard models not sold by us. Notes: These are four stroke outboards with electric start, EFI fuel system, power trim/tilt. Included is controls, harness, aluminum prop, and 6-gallon fuel tank and hose. It is protected by a 3 year factory warranty and is serviceable at any authorized dealer.

25hp Mercury Manual Start, Tiller Control, equipped with our exclusive RescueONE®ProPower™ monitor system. It tracks and displays RPMs, engine hours (to facilitate accurate maintenance). This system is not available on standard outboard models not sold by us. Notes: These are four stroke outboards with manual start, EFI fuel system. Included is aluminum prop, and 6-gallon fuel tank and hose. It is protected by a 3-year factory warranty and is serviceable at any authorized dealer.

RescueONE® Connector Boats®, ProX™ Inflatables, Trailers and Accessories

Sole Source Certification Letter

29 September 2022

To Whom It May Concern:

I am Anthony (Tony) P. Lumpkin, a co-owner of MarineONE Corporation, which is the sole seller of *RescueONE® Brand Connector Boats®, RescueONE® brand GenerationTWO™ TWINTransport™ trailers* and accessories. These brands are protected by trademarks # 1927286 and #1937884, both of which I own personally.

I invented this boat concept and designed matching trailers, all accessories and the modular system by which it functions in 1993 and was issued US Patent #5,307,755 for the unique designs. These facts can be verified on the website of the United States Patent and Trademark Office at www.USPTO.gov.

Our unique designs include these products:

RescueONE® brand products are: GEN3™ 1673 X3™ Connector Boats®, RescueONE® Generation two TWINTransport™ and other trailers, RescueONE®, ProX™ inflatables, GEN3™ brand accessories and equipment, including our RescueONE® FireBOAT Pump™, GEN 3 DIVERSupport/VictimLift™ Platform designed to support divers and extricate victims in rescue operations, and our unique RescueONE® Light Arch.

No other company manufactures these unique designs. Our worldwide network of exclusive dealers are the only source for these products.

In the state of Florida our dealer is Coastal Rescue Solutions.

/Anthony P. Lumpkin/ (Certified Electronic Signature)

Anthony P. Lumpkin, IDSA, ASME

Founder, designer and owner of intellectual property for *RescueONE® Connector Boats®*

President of *MarineONE Corporation*, 4500 Highway 77, Southside, AL 35907

Toll free phone- 844-471-2628

ITEM 7.E

Approval of the Agreement to select the Training Platform from NEOGOV

Request

Commission approval of the Training Platform Agreement with NEOGOV.

Explanation

This is a request to approve the Agreement for the Training Platform with NEOGOV. This is a training module that is designed for the public sector; it is a learning management system that simplifies the training process and reduces barriers in learning. The solution comes with over 1,500 courses, a course-builder and the ability to add custom training sessions.

The request is for a two-year contract. The first-year financial commitment is \$23,473.50 and \$33,447.00 for year two. This has been reviewed by the purchasing department and the City Attorney.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00115103 505555		Decrease	25,000	23,473.50

Financial Summary:

Funding for this platform was included in the FY 2023 budget. Funding for FY 24 will be included in next year's budget.

Recommendation

Staff recommends Board approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Human Resources & Risk Management
Presenter: Roxane Walton

Attachment(s):

1. (S) NEOGOV Agreement Order Form - Kissimmee City of (FL) - Learn LMS + EEI (MUNIS) - 24 Month Initial Term - Signed Notarized

AGREEMENT between CITY OF KISSIMMEE

and

GOVERNMENTALJOBS.COM, INC. D/B/A NEOGOV

THIS AGREEMENT is made this 12th day of December 2022 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "City" and **GOVERNMENTALJOBS.COM, INC. D/B/A NEOGOV** whose address is 2120 Park Place, Suite 100, El Segundo, CA 90245 hereinafter "Contractor" and each represents as follows:

WITNESSETH

WHEREAS, City desires to engage the services of a licensed, qualified and experienced Contractor to provide business management software with lean subscription web-portal based learning management services to improve current professional training within the City's Human Resources operations, more particularly described herein the Scope of Services, and hereinafter collectively referred to as "Services"; and

WHEREAS, Chapter 287, Florida Statutes, grants government entities the authority to purchase goods and Services as a form of inter-governmental cooperative purchasing in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, Pursuant to 4.3.1.1 of the City's Purchasing Code, the City may use Cooperative Purchasing to procure goods and services from the State of Florida contracts or any of its Governmental subdivisions to achieve cost savings by combining requirements into cooperative contracts and when it is in the best interest of the City; and

WHEREAS, on April 29, 2022, pursuant to a competitive bidding and selection process City of Dunedin as Lead Public Agency, entered into Order Form Quote No. Q-05148, subject to and governed by the NEOGOV Services Agreement v032122, hereinafter "Master Agreement" with Contractor; and

WHEREAS, City has determined that it is in the best interest of the City to enter to contract with Contractor to provide the service as detailed in the service proposal, attached hereto as Exhibit "A"; and

NOW THEREFORE, in consideration of the foregoing mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.
2. **TERM.** The term of this Agreement shall be effective from May 1, 2022 to September 30, 2024. The Online Service Agreement between the parties shall contain the provisions for any renewals.
3. **THE AGREEMENT DOCUMENTS.** The Agreement documents consist of this Agreement, the Master Agreement between the City of Dunedin and Contractor which resulted from award of contract from the City of Dunedin Request for Proposals; and the service estimate proposal to the City of Kissimmee. Hereinafter collectively referred to as Contract Documents.
4. **SCOPE OF WORK.** Contractor agrees to perform the Scope of Work outlined in the Service Proposal, attached hereto and made a binding part hereof in Exhibit "A"
5. **PAYMENT.** The City agrees to pay Contractor for good and services as set forth in attached Proposal. Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until thirty (30) days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.
6. **E-VERIFY.** *As a condition precedent to entering into this AGREEMENT*, and in compliance with Section 448.095, Fla. Stat., Contractor and its Sub Contractors shall, register with and use the E-Verify system to verify work and authorization of all employees hired after January 1, 2021.
 - a. Contractor shall require each of its Sub Contractors to provide Contractor with an affidavit stating that the Sub Contractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the Sub Contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. The City, Contractor or any Sub Contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

- c. The City, upon good faith belief that a Sub Contractor knowingly violated the provisions of this section, but Contractor otherwise, complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the Sub Contractor.
 - d. A contract terminated under the provision of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section §448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for violation of this section.
 - e. *Subcontracts*: Contractor or Sub Contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the Sub Contractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Sub Contractor or lower tier Sub Contractor with the clauses set forth in this section.
7. **INSURANCE.** Contractor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance requirement naming City of Kissimmee as additional insured. During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as provided in the Master Agreement.
8. **NOTICE.** Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee Roxane Walton Human Resources 101 Church Street Kissimmee, FL 34741	Contractor Legal Department 2120 Park Place Suite 100 El Segundo, CA 90245
---	--

9. **NON-ASSIGNMENT.** Contractor shall not assign this Agreement or any portion hereof without the express written consent of the City.

- 10. GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.
- 11. WAIVER:** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance. Payment after a default shall not be deemed a waiver of any right or acceptance of defective performance.
- 12. HEADINGS AND CAPTIONS:** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.
- 13. AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.
- 14. SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.
- 15. CHANGES IN WORK ITEMS OR SCOPE.** The City and the Contractor expressly agree that no changes in materials or description of work shall take place unless in writing and agreed upon by the Contractor and the City. The City may request to expand the scope of the contract, upon which the City will request prices for specific services based on need. The Contract pricing shall be maintained for a period of twelve months.
- 16. BREACH.** Failure of Contractor to perform the covenants, conditions, or provisions of the agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement in accordance with the provisions the Master Agreement.
- 17. ATTACHMENTS:** Attachments to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.
- 18. NO THIRD PARTIES BENEFICIARIES.** This Agreement shall inure to the benefit of the Parties to this Agreement and is for the exclusive benefit of said Parties. This Agreement shall

not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected Contractor.

19. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS. The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and safety rules and regulations at all times.

20. NO WAIVER OF SOVEREIGN IMMUNITY: Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

21. WAIVER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES. It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.

22. PUBLIC RECORDS. The Contractor acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City to perform the service.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

- a. If the City's Custodian of Records requests records from the Contractor, the Contractor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- c. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the

City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.

- d. Upon notice to the Contractor of a request to inspect or copy public records relating to a City's contract for services, the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- e. If the Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.
- f. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

23. ENTIRE AGREEMENT. The Contract Documents, including this Agreement, the City of Dunedin Master Service Agreement, and the Service Estimate constitutes the complete, full, and wholly independent agreement among the parties with regard to the matters contained herein. Where this Agreement conflicts with the Master Agreement, this Agreement shall supersede the terms of the Master Agreement. The Contract Documents supercede all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.

Signature page to follow

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

CONTRACTOR- [Signature]

By: SHANE EVANGELIST

Title: CEO

Date: 12/13/22

STATE OF CALIFORNIA

COUNTY OF Los Angeles

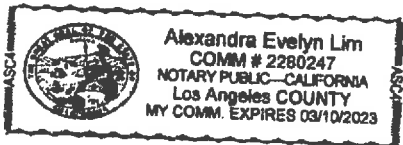
The foregoing instrument was acknowledged before me this 13 day of December, 2022, by means of ☒ physical presence or ☐ online notarization, by Shane Evangelist as CEO for Governmentjobs.com, Inc. d/b/a NEOGOV, a California corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: [Signature]

Print Name: Alexandra Lim

My Commission Expires: 03/10/2023



CITY OF KISSIMMEE

Olga Gonzalez, Mayor-Commissioner

Date: _____

Attest:

City Clerk

Approved as to form & legality

City Attorney

Exhibit A
Order Form

NEOGOV

NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Vincent VanAuker

Kissimmee, City of (FL)
101 Church St
Kissimmee, FL 34741
USA

Quote Valid From: 5/23/2022
Quote Valid To: 12/31/2022

Quote Number: Q-05999
PaymentTerms: Annual,Net 30

Employee Count: 675
Order Summary

Year 1

Service Description	Type	Start Date	End Date	Term Price
Learn Subscription	RECURRING			\$15,148.50
Learn Setup	ONE-TIME			\$3,600.00
Employee Import Subscription	RECURRING			\$1,575.00
Employee Import Setup	ONE-TIME			\$3,150.00
Year 1 TOTAL:				\$23,473.50

Year 2

Service Description	Type	Start Date	End Date	Term Price
Learn Subscription	RECURRING			\$30,297.00
Employee Import Subscription	RECURRING			\$3,150.00
Year 2 TOTAL:				\$33,447.00

ORDER TOTAL: **\$56,920.50**

A. Terms and Conditions

1. **Agreement.** This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the Agreement between City of Kissimmee and GovernmentJobs.com, Inc. d/b/a NEOGOV, dated December 12, 2022, a copy of which is attached hereto (the "Agreement"). Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the Agreement.
2. **Effectiveness & Modification.** Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. **Summary of Fees.** Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. **Order of Precedence.** This Ordering Document shall take precedence in the event of direct conflict with the Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (If any).

Customer	GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, I & C, Inc., Ragsdale LLC (D/B/A/ Plan II Schedule), and Design PD, LLC (D/B/A Age 360)
Entity Name: City of Kissimmee (FL)	
Signature: _____	Signature: 
Print Name: OLGA GONZALEZ, MAYOR	Print Name: <i>OLGA GONZALEZ</i>
Date: December 20, 2022	Date: <i>12/13/22</i>

ITEM 7.F

Community Development Block Grant (CDBG) FY 2022 Funding Agreement and related subrecipient agreements for different programs - Dream Builders Summer Camp; Homeless Outreach and Navigation Program; Building Strong Families Continuing Education Program; and CHORE Program.

Request

Acceptance of the CDBG FY 2022-2023 allocation from the Department of Housing and Urban Development (HUD) in the amount of \$732,540, approval to execute the funding agreement and the attached CDBG subrecipient agreements. Any subsequent agreements shall be executed according to the levels of signature authority consistent with the City's Procurement Policy.

Explanation

The attached funding agreement is required to be executed and returned to HUD. On July 19, 2022, the City Commission approved the FY 2022 Annual Action Plan which listed the different CDBG allocations for the activities to be covered with this year's funding in the amount of \$732,540. In that same agenda item, staff mentioned that the necessary subrecipient agreements would be brought forward to the Commission at the time the HUD Funding Agreement for 2022 was received.

Staff requested funding applications from potential partners that provide minor housing rehabilitation and public services such as workforce development and training opportunities and homeless programs. The following applications were reviewed and approved by the CDBG Selection Committee:

Dream Builders Summer Camp - City of Kissimmee, Park and Recreation Department
Award Amount: \$30,000

Description: To provide full scholarships for homeless children to attend the City of Kissimmee's summer recreation program. Dream Builders is a program within the City's Summer Camp Program that identifies and selects students who are recognized by the Osceola County School District as "Families in Transition" or homeless. The children will be provided with a full experience in which they can interact with peers on a daily basis and participate in recreational activities, enrichment opportunities, receive two meals per day, mentoring, as well as leadership opportunities. The CDBG funds will be used to cover the cost of extra staff needed to supervise additional children included in the summer camp. It will also cover the cost of each individual child attending 8 weeks of summer camp.

Homeless Outreach and Navigation Program-Hope Partnership, Inc DBA Community Hope Center
Award Amount: \$44,940

Description: To partially fund case management to assist homeless individuals to obtain and maintain housing in the Housing First Model. As individuals experiencing homelessness are identified, Hope will assess and do a formal interview and complete the intake process. Hope will work with Homeless Services Network (HSN), Healthcare Center for the Homeless (HCCH) and any other appropriate agency to get these individuals into permanent housing. The outreach advocate will then determine if that person or family is in need of permanent supportive housing, rapid rehousing, or affordable housing. This is the first step into the "housing first" model of care.

Building Strong Families Continuing Education Program - Osceola Council on Aging
Award Amount: \$34,941

City of Kissimmee

Description: To partially fund eviction prevention and case management, for low-income households who are at risk of homelessness, an opportunity to train for a higher salaried job outside of the existing service industry. Participants in this program can choose to train for a career such as Mechatronics, Welding, Nursing Assistant, or Machine Board Assembly. Program participants will be assisted with food, rent/mortgage, cost of classes, transportation, financial education, and utility bill assistance while the participant is engaged in the program. This will help alleviate the burden of living costs while the client is enrolled in the program.

CHORE Program - Osceola Council on Aging

Award Amount: \$30,000

Description: To partially fund a minor rehabilitation program that installs items such as grab bars, handrails, and handicapped accessible ramps on owner-occupied housing of low-income individuals with mobility issues. The CDBG funds will be used to purchase materials, permits, and cover labor costs for the assembly and installation of the improvements.

Funding will be provided for these programs throughout the year. The grant covers activities taking place from October 1, 2022 through September 30, 2023. No fiscal impact on the General Fund because these are grant-funded projects. These funds are already included in the FY 2023 budget.

Recommendation

Staff recommends acceptance of the CDBG FY 2022-2023 from the Department of Housing and Urban Development (HUD) in the amount of \$732,540, approval to execute the funding agreement and the attached CDBG subrecipient agreements. Any subsequent agreements shall be executed according to the levels of signature authority consistent with the City's Procurement Policy.

REQUESTED CITY COMMISSION ACTION:

Accept
Execute
Approve

Department: Development Services

Presenter: Frances DeJesus

Attachment(s):

1. (S) Kissimmee CDBG FY22
2. (S) CDBGFY2022Agreement_Dream Builders Summer Camp
3. (S) CDBGFY2022Agreement_Homeless Outreach and Navigation Program
4. (S) CDBGFY2022Agreement_Building Strong Families Continuing Education Program-Pathways
5. (S) CDBGFY2022Agreement- CHORE Program

Funding Approval/Agreement

Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424) Kissimmee	3a. Grantee's 9-digit Tax ID Number 596000348	3b. Grantee's 9-digit DUNS Number DPHBBJP7RHY3 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 101 N Church St Kissimmee, FL 34741-5034	4. Date use of funds may begin 10/1/2022	
	5a. Project/Grant No. 1 B-22-MC-12-0051	6a. Amount Approved \$732,540
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Larry T. Hayes, MBA		Grantee Name (Contractual Organization) Kissimmee (City of Kissimmee)	
Title Community Planning and Development Director		Title	
Signature X	Digitally signed by: LARRY HAYES DN: CN = LARRY HAYES C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Community Planning and Development Date: 2022.11.10 14:41:28 -0500	Signature X	Date (mm/dd/yyyy) 11/10/2022

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
		9b. Date Grantee Notified	
		9c. Date of Start of Program Year 10/1/2022	
11. Amount of Community Development			
Block Grant		FY 2022	
a. Funds Reserved for this Grantee			
b. Funds now being Approved		\$732,540	
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature X

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	1 5 3											
	1 7 6											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By		Verified By		

8. Special Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall each begin on the date specified in item 4 and shall each end on September 1, 2029. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2029.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation

and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

**CDBG SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND CITY OF
KISSIMMEE PARKS AND RECREATION DEPARTMENT
DREAM BUILDERS SUMMER CAMP**

THIS FUNDING AGREEMENT FOR SUBRECIPIENT AS PROVIDER OF PUBLIC SERVICES (this "Agreement") is entered into this _____ by and between the **City of Kissimmee**, a Florida municipal corporation whose principal place of business is 101 Church Street, Kissimmee, FL 34741 (hereinafter referred to as the "City"), and **the City of Kissimmee Parks and Recreation Department**, a division of the City, (hereinafter referred to as "Subrecipient").

WITNESSETH:

WHEREAS, the Community Development Block Grant Program ("CDBG") is administered by the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, City, as an entitlement community, entered into an agreement with HUD to receive a grant for the implementation of a local CDBG program, pursuant to Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, Subrecipient submitted a proposal to utilize CDBG Grant Funds to enable Subrecipient to provide public services to low- and moderate-income persons in the City of Kissimmee and surrounding area as more fully described in Section 2.4.1. herein; and

WHEREAS, these services were included as part of the 2022-2023 Consolidated Action Plan, which plan was approved by the Kissimmee City Commission on July 19, 2022; and

WHEREAS, Subrecipient has available the necessary qualified personnel, facilities, materials and supplies to perform such services and/or carry out such programs for individuals and families who are eligible and qualified to receive said services and are within the income limits for low- and moderate -income persons as defined by HUD and adjusted annually, and which current income levels are attached hereto as **Exhibit "A"** and incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and Subrecipient agree as follows:

SECTION 1. RECITALS, EXHIBITS, DEFINITIONS

- 1.1. **Recitals**. Each and all the foregoing recitals are hereby declared to be true and corrects and are incorporated herein.
- 1.2. **Exhibits; Attachments**. The following documents are attached and referred to in this Agreement and are by this reference incorporated herein:

Exhibits

Description

"A"	HUD Standards of Eligibility
"B"	Required Subrecipient Information
"C"	Description of Work
"D"	Additional Project Requirements
"E"	Budget
"F"	Request for Payment
"G"	Public Services Beneficiary Data
"H"	Reporting Schedule
"I"	Community Development Block Grant Public Services Report
"J"	CDBG Program Requirements
"K"	Equal Employment Opportunity Clause for Subrecipients and Their Contractors and Subcontractors Standard Solicitation and Bid and Contract Language
"L"	Certification Regarding Drug-Free Workplace Requirement
"M"	Certification Regarding Lobbying
"N"	Federal Funding Accountability and Transparency Act (FFATA) Affidavit

1.3. **Definitions.** In this Agreement, unless the context otherwise requires, the terms set forth below are defined as follows:

- (a) "CDBG" means the Community Development Block Grant Program.
- (b) "CFR" means the United States Code of Federal Regulations.
- (c) "HUD" means the United States Department of Housing and Urban Development.
- (d) "Grant Funds" means and refers to a maximum of \$30,000 allocated to Subrecipient from the City's FY 2022-2023 Grant Funds, subject to the terms and conditions of the Subject Program and this Agreement. Grant funds will not be used for the acquisition of or improvement of real property.
- (e) "Low-income person" means a member of a family that has an income equal to or less than the Section 8 very low-income limit established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.
- (f) "Moderate-income person" means a member of a family that has an income equal to or less than the Section 8 limit and greater than the Section 8 very low-income limit, established by HUD.
- (g) "Program Income" means gross income received by the Subrecipient directly generated from the use of Grant Funds, except as provided by 24 CFR §570.500(a)(4).
- (h) "Project" means the administration of the program and the performance of the services provided by the Subrecipient.
- (i) "Public Services" refers to the statutory definition in 24 CFR §570.201 and does not suggest provision of any direct services from the City.

SECTION 2. SCOPE OF SERVICES AND USE OF FUNDS

2.1. **National Objectives and Use.** Subrecipient certifies that the activities carried out with the funds provided under this Agreement will meet the CDBG program national

objective of benefiting low- and moderate- income persons as required under 24 CFR §570.200(a)(2) and 24 CFR §570.208(a)(2).

2.2. **Sub-award.** Under the terms and conditions of this Agreement, the City has allocated a subaward to Subrecipient in the amount of the Grant Funds towards the public services more fully described in Section 2.4. herein. Any funds remaining unexpended or not disbursed to Subrecipient by the City as of the termination of this Agreement, or within one (1) month of expiration of this Agreement, may be de-obligated from this Agreement and made available for other City projects as determined by the City.

2.3. **Required Subrecipient Information.** Subrecipient attests that the Required Subrecipient Worksheet attached hereto and incorporated herein as **Exhibit “B”** reflects accurate and true information at the time of receipt of the subaward and may be modified as any of the required data elements change.

2.4. **Statement of Work.** [24 CFR § 570.503(b)(1)]

2.4.1. *Description of Work.* Subrecipient shall use the Grant Funds to complete the Project as more fully-defined in the Description of Work attached as **Exhibit “C”**. In completing the Project, Subrecipient will use the Grant Funds to serve disadvantaged residents of the City of Kissimmee and the surrounding area including those with low- to moderate- income in accordance with HUD income guidelines. Additional Project Requirements are attached as **Exhibit “D”** and made a part hereof by this reference.

2.4.2. *Budget.* Subrecipient shall use the Grant Funds for eligible expenses permitted under the CDBG regulations as set forth in 24 CFR part 570 and in accordance with the Budget attached as **Exhibit “E”**. Any changes in budget line items, including additions, must be requested in writing and must be approved in writing by the City’s Development Services Director before related expenditures can be undertaken. Subrecipient shall be responsible for any cost overruns above the amount of the Grant Funds. Subrecipient shall not use any Grant Funds for the prohibited activities set forth in 24 CFR §570.207.

2.4.3. *Payment Procedures.* Payment shall be made on a reimbursement basis only. During the term of this Agreement, Subrecipient shall be reimbursed for actual costs incurred towards its completion of the Project. Monthly payment requests shall be submitted no longer than ten (10) days after the end of each month and shall be submitted on the form titled “Request for Payment” attached as **Exhibit “F”**. City shall make payments upon receipt of the completed Request for Payment form, including documentation of expenditures and expenses incurred and work undertaken by Subrecipient provided such expenses and expenditures are necessary to meet the requirements of this Agreement and the CDBG program. Qualifying Requests for Payment shall be paid by ACH (Automatic Clearing House) transfer to the Subrecipient within fifteen (15) days of receipt. Requests for payment shall be signed by Subrecipient.

2.4.4. *Term of Performance.* This Agreement shall be in effect for the period commencing October 1, 2022 nunc pro tunc and terminating on September 30, 2023. Notwithstanding anything herein to the contrary, Subrecipient's obligations to the City shall not end until all close-out requirements are completed, including, but not limited to, making final payments, disposing of program assets, and retention of records. Also, notwithstanding the foregoing, the term of this Agreement and the provisions herein shall be extended to cover any additional time period during which Subrecipient remains in control of the Grant Funds or other assets, including Program Income or for any HUD audits requiring repayment of any funds unlawfully spent under this Agreement.

SECTION 3. RECORDS, REPORTS AND RELATED FINANCIAL PROCEDURES [24 CFR § 570.503(b)(2)]

3.1. **Records to be Maintained.** Subrecipient shall maintain all records required by 2 CFR part 200, 24 CFR §570.506, and 24 CFR §570.502 regarding records that must be maintained for the Project.

3.2. **Beneficiary Data.** Subrecipient shall maintain all data demonstrating beneficiary eligibility for services provided on the Self-Declaration of Eligibility Form attached as **Exhibit "G"**.

3.3. **Retention of Records.**

3.3.1. All records must be accurate, complete and orderly.

3.3.2. Subrecipient shall retain all accounting records, financial records, statistical records, supporting documents, source documentation and all records to support how the Grant Funds were expended, and all other documents pertinent to the Project and this Agreement in accordance with the retention requirements of 2 CFR §200.333 as modified by 24 CFR §570.502. As a Subrecipient, the retention period for the Project shall be the later of the following:

- (i) four (4) years after the expiration or termination of this Agreement;
- (ii) four (4) years after the submission of the City's Annual Performance and Evaluation Report (CAPER) to HUD in which the City submits its final report upon the Project;
- (iii) if an individual activity of the Project is subject to the reversion of assets provisions at 24 CFR §570.503(b)(7) or change of use provisions at 24 CFR §570.505, then records for the individual activity must be maintained for as long as those provisions continue to apply to the activity;
- (iv) if an individual activity of the Project has outstanding loan balances, other receivables, or contingent liabilities then the records on an individual activity of the Project must be retained until such receivables or liabilities have been satisfied;
- (v) if any records are the subject of any litigation, claim, or audit that started before the expiration of the four (4) year period, then such

- records must be kept until such litigation, claims, or audit findings have been resolved, completed, and final action taken;
- (vi) records for any equipment acquired with Grant Funds shall be retained for four (4) years after final disposition of such equipment;
- (vii) if Subrecipient is notified by the City, HUD, its cognizant agency for audit, its oversight agency for audit, its cognizant agency for indirect costs, or the City to extend the retention period;
- (viii) records for Program Income after the period of performance; and
- (iv) indirect cost rate proposals and cost allocation plans.

3.4. **Monitoring, Inspecting and Access to Records.** [2 CFR §200.336]

3.4.1. Subrecipient shall be responsible for administering, and monitoring the progress of the Project and shall submit reports to the City as required by the City and HUD to determine compliance with CDBG regulations and this Agreement. Subrecipient shall allow on-site monitoring of the Subrecipient facility, or any facility used to perform the activities described in **Exhibit “C”**, and this Project on as frequent a basis as the City deems necessary and at any other time that may be required by HUD to determine compliance with CDBG regulations and this Agreement. Subrecipient shall also furnish and cause each of its own subcontractors, if any, to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD, or any other authorized official or designee for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

3.4.2. All documents, papers, and other records pertinent to the Grant Funds shall be made accessible for review to HUD, Inspectors General, the Comptroller General of the United States, and the City, or any of their authorized representatives in order to make audits, examinations, excerpts, and/or transcripts of same. This right also includes timely and reasonable access to Subrecipient’s personnel for the purpose of interview and discussion related to such documents. This right of access is not limited to the required retention period but lasts as long as the records are retained. This section shall survive termination and expiration of this Agreement.

3.5. **Financial Statements and Audits.**

3.5.1. In accordance with 2 CFR §200.510, Subrecipient shall prepare financial statements and a schedule of expenditures of the Grant Funds. Subrecipient shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. This financial statement shall be prepared by an actively licensed public accountant.

3.5.2. In addition, if expending more than \$750,000 of federal awards during an operating year, Subrecipient shall comply with the audit provisions contained in 2 CFR subpart F and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Audits shall be conducted annually. Subrecipient shall submit its annual audit to the City and within one hundred twenty (120) days of the end of Subrecipient’s fiscal year. Subrecipient must clear any deficiencies noted in the audit reports within 30 days after receipt of any noted deficiencies. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in

accordance with the conditions of this Agreement, Subrecipient shall be held liable for reimbursement to the City of all funds not expended in accordance with those regulations and Agreement provisions within thirty (30) days after City has notified Subrecipient of such non-compliance. Any reimbursement by Subrecipient shall not preclude the City from taking any other action or pursuing other remedies. Failure to comply with these audit requirements constitutes a violation of the Agreement and may result in the withholding of future payments. If Subrecipient expends less than \$750,000 in federal awards during its fiscal year, they are exempt from this requirement, except as noted in 2 CFR §200.503, but records must be available for review or audit by appropriate officials of HUD, the City, or the General Accounting Office (“GAO”).

3.5.3. If Subrecipient is exempt from submitting an audit report pursuant to 2 CFR §200.501(d), the Subrecipient shall complete and submit the City of Kissimmee Audit Certification. This form can be obtained from the Housing and Community Development Division.

- 3.6. **Reports.** The Subrecipient shall submit Progress and Performance Reports attached as **Exhibit “H”** and **Exhibit “I”** in accordance with the following schedule:

Type and Frequency of Report	Period Covered	Date Due
Progress Reports - Monthly	Each calendar month of Performance Period	10 th of each month
Performance Report - Annual	June through August, 2022	October 10, 2023 or earlier if the program is completed.

- 3.7. **Program Income.** Subrecipient shall report monthly to the City all Program Income, as defined and required at 24 CFR §570.500 and §570.504. Documentation of the receipt of Program Income, such as supporting schedules identifying the project and the source of income, must be submitted to the City within five (5) days of its receipt. At the end of the program year or upon expiration or earlier termination of this Agreement, Subrecipient shall transfer all CDBG Program Income to the City within five (5) days of the expiration or termination of this Agreement. If Subrecipient receives any Program Income after this Agreement expires or is terminated, Subrecipient shall immediately remit said Program Income balances to the City as required in 24 CFR §570.503(c) within five (5) days of receipt.
- 3.8. **Procurement.** Subrecipient shall procure all supplies, equipment or services in accordance with all applicable federal, state and local requirements and the requirements of 2 CFR §200.318-§200.326, and shall subsequently abide by the requirements of 24 CFR §570.502(b)(3)(vi), as applicable, upon the disposition of personal property procured with the Grant Funds.

- 3.9. **Closeout.** Subrecipient shall comply with all closeout procedures required by 24 CFR §570.502 and 2 CFR §200.343.

SECTION 4. PROGRAM INCOME [24 CFR § 570.503(b)(3)]

- 4.1. Subrecipient shall report Program Income as described above in section 3.7.

SECTION 5. UNIFORM REQUIREMENTS AND COST PRINCIPLES [24 CFR § 570.503(b)(4) and § 570.610]

- 5.1. Subrecipient shall comply with applicable federal uniform requirements consisting of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" set forth in 2 CFR part 200, as modified by 24 CFR §570.502. Subrecipient also agrees to comply with the Program Requirements set forth in **Exhibit "J"** which is attached hereto and incorporated herein by this reference.

SECTION 6. OTHER PROGRAM REQUIREMENTS [24 CFR §570.503(b)(5)]

- 6.1. Subrecipient agrees to comply and carry out each activity in compliance with, and hereby certifies to the City as to the Subrecipient's compliance with, all Federal laws and regulations described in 24 CFR 570, subpart K, except that:

6.1.1. Subrecipient does not assume City's environmental responsibilities described in 24 CFR §570.604; and

6.1.2. Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR part 52.

- 6.2. More particularly, but without limiting the compliance and certification set forth in Section 6.1 above, the Subrecipient agrees to comply and carry out each activity of the Project in compliance with the following referenced all Federal laws and regulations, and so certifies to City to those items set forth herein.

6.2.1. *Non-Discrimination [24 CFR §§570.601, 570.602].* Subrecipient shall not exclude from participation in the Project, deny the benefits of the Program or subject to discrimination under the Project any person in the United States on the ground of race, color, national origin, religion, age or disability as protected by federal law.

6.2.2. *Employment and Contracting Opportunities [24 CFR §570.607].* Subrecipient shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, 12107 (Equal Employment Opportunity Programs), 13279 (Equal Protection of the Laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and the provisions of the Equal Employment Opportunity Clause attached hereto as **Exhibit "K"**, and made a part hereof by this reference. Any contracts or subcontracts entered by the Subrecipient or its contractors shall also require compliance with these regulations and will in all solicitations or advertisements for employees' state that

Subrecipient is an Equal Opportunity/Affirmative Employer and attach this clause. Subrecipient shall keep records and documentation demonstrating compliance with these regulations.

6.2.3. Section 3 of the Housing and Urban Development Act of 1968/Equal Opportunity. Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701U) and its implementing regulation contained in 24 CFR Part 135 regarding economic opportunities for low income persons and the use of local businesses, if applicable.

6.2.4. Use of Debarred, Suspended or Ineligible Contractors or Subrecipients [24 CFR §570.609]. Pursuant to 24 CFR §570.609, the requirements set forth in 24 CFR part 5 apply to Subrecipient.

6.2. 5. Conflict of Interest. [24 CFR §570.611]. In the procurement of supplies, equipment, construction, and services, Subrecipient shall comply with the conflict of interest rules in 2 CFR §200.317 and §200.318. Subrecipient agrees and warrants that it will establish and adopt written standards of conduct governing conflicts of interest and the performance of its officers, employees, or agents engaged in the selection, award and administration of contracts supported by these federal funds. At a minimum these safeguards must ensure that no employee, officer or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated in 2 CFR §200.318, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of Subrecipient must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. These standards of conduct must also provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Subrecipient. If Subrecipient has a parent, affiliate, or subsidiary organization, Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest.

In all cases not governed by 2 CFR §200.317 and §200.318, Subrecipient shall comply with the conflict of interest provisions contained in 24 CFR §570.611. Such cases include the provision of assistance by Subrecipient to individuals, businesses, and other private entities under eligible activities that authorize such assistance. Although this summary does not intend to replace 24 CFR §570.611, essentially this rule states that no "person" described in §570.611(c) who exercise or have exercised any functions or responsibilities with respect to activities assisted with Grant Funds, or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure of for one year thereafter. The "persons" covered in 24 CFR §570.611(c) include employees, agents,

consultants, officers, or elected officials or appointed officials of the recipient or of any designated public agencies or of Subrecipients (Subrecipient) that are receiving Grant Funds. Subrecipient shall also keep records supporting requests for waivers of conflicts.

Subrecipient will disclose in writing any potential conflicts of interest to the City. By executing this Agreement, Subrecipient covenants and certifies that none of its employees, officers, or agents described in these regulations have any interest in this Agreement or any other interest which would conflict in any manner with this Agreement or the performance of this Agreement.

6.2.6. Eligibility Restrictions for Certain Resident Aliens [24 CFR §570.613]. Subrecipient shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

6.2.7. Housing Counseling [24 CFR §570.615]. Pursuant to 24 CFR §570.615, housing counseling, as defined in 24 CFR §5.100, provided pursuant to this Agreement shall be carried out in accordance with 24 CFR §5.111.

- 6.3. **Drug Free Workplace.** Subrecipient shall comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 701, et. seq.) and HUD's implementing regulations at 2 CFR 2429 regarding maintenance of a drug-free workplace. Subrecipient shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Exhibit "L"** and made a part hereof by this reference. Subrecipient shall ensure that the provisions of the clauses in **Exhibit "L"** are included in all third party contracts, subcontracts, and purchase orders that exceed \$10,000 so that the provisions will be binding upon each subcontractor or vendor. Subrecipient will complete this certification and a copy shall be kept in the files of each of the parties of this Agreement.
- 6.4. **Equal Participation of Faith-based Organizations.** Subrecipient shall comply with the HUD program requirements of 24 CFR §5.109 (Equal Participation of Faith-Based Organizations in HUD Programs and Activities), including the requirements regarding disposition and change in use of real property by a faith-based organization, and 24 CFR §570.200(j).
- 6.5. **Political Activities.** Subrecipient shall comply with 24 CFR §570.207(a)(3) regarding political activities. Grant Funds shall not be used for lobbying or political patronage activities. Subrecipient further agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent be engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), or 24 CFR §570.207(a)(3).
- 6.6. **Anti-Lobbying Provision.** Subrecipient shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. Subrecipient and contractors who apply or bid and award of \$100,000 or more shall execute and comply with the "Certification Regarding Lobbying" attached hereto as **Exhibit "M"** and made a part hereof by this reference. Subrecipient shall execute the

“Certification Regarding Lobbying” and a copy shall be kept in the files of each of the parties of this Agreement.

6.7. **Faith-based Activities.** Subrecipient shall comply with Executive Order 13279, 24 CFR §5.109 (Equal Participation of Religious Organizations in HUD Programs and Activities), and 24 CFR §570.200(j). Essentially, these regulations provide for the following:

- (a) Equal treatment of program participants and program beneficiaries. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal Government or a State or local government receiving funds under the CDBG program shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- (b) Separation of inherently religious activities. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the program beneficiaries of the HUD-funded programs or services provided.
- (c) Religious Identity. A religious organization that is a recipient or subrecipient of CDBG program funds will retain its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (d) Beneficiaries. An organization that participates in the CDBG program shall not in providing program assistance discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- (e) Structures. CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for explicitly religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, new construction, or rehabilitation that are

attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of the real property after the term of the loan or grant, or any change in use of the property during the term of the grant or loan, is subject to government wide regulations governing real property disposition (2 CFR part 200).

- 6.8 **Resident Aliens.** Subrecipient shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.
- 6.9 **Registration.** Subrecipient agrees to maintain a current registration in the federal System for Award Management ("SAM") database (<http://www.sam.gov>) pursuant to the Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 and the regulations implementing the Act at 2 CFR part 25 and 2 CFR part 170. If Lighthouse is not currently registered, it must do so within ten (10) days of the date Lighthouse executes this Agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is required for registration. Subrecipient shall also complete and sign the Affidavit attached hereto as **Exhibit "N"** in conjunction with its execution of this Agreement and provide any supporting documentation, if required.
- 6.10 **General Compliance.** Subrecipient agrees to comply with all applicable federal, state, county and local laws, rules, regulations and policies, as amended from time to time, in the performance of its obligations under this Agreement. Subrecipient further agrees to utilize the Grant Funds to supplement rather than supplant funds otherwise available to the organization.

SECTION 7. INSURANCE AND INDEMNIFICATION REQUIREMENTS

- 7.1. **Subrecipient as Independent Contractor.** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee, principal/agent or joint venture partner between City and Subrecipient. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation as Subrecipient is an independent contractor. Subrecipient agrees and acknowledges that it shall be responsible for and shall pay any and all applicable compensation, insurance and taxes, including but not limited to federal income taxes and Social Security on the salary of and positions funded in whole or in part with Grant Funds.
- 7.2. **Insurance Coverage.** Subrecipient, at its sole expense, shall maintain in force at all times during performance under this Agreement all appropriate policies of insurance hereinafter described and as required by 2 CFR part 200. All insurance policies shall be issued by a company or companies authorized to transact insurance business in the State of Florida. Each policy shall provide that the coverage shall be primary for losses arising out of Subrecipient's performance of the Agreement. City, its officers and employees, shall be named as additional insured on all policies of liability

insurance. The City and/or its insurers shall not be required to contribute to any such loss. Proof of insurance shall be provided to City prior to execution of this Agreement. Required coverage includes:

7.2.1. *Commercial General Liability Insurance.* Commercial General Liability insurance with combined single limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage per person/per occurrence.

7.2.2. *Automobile Liability Insurance.* Automobile Liability insurance shall be in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) combined single limits for bodily injury and property damage per accident.

7.2.3. *Worker's Compensation Insurance.* Worker's Compensation insurance in an amount and with sufficient coverage as required by Florida law.

7.2.4. *Insurance Certificates.* Subrecipient shall provide City with Certificates of Insurance on all policies of insurance and renewals thereof in a form acceptable to City. Subrecipient shall notify City in writing at least thirty (30) days prior to the effective date of any reduction, cancellation or substantial change to any of its insurance policies.

7.3. **Indemnification.** Subrecipient shall defend, indemnify and hold harmless the City from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, whether or not suit is filed and if suit is filed, attorney fees and costs at all trial and appellate levels, of any kind and nature arising or growing out of or in any way connected with Subrecipient's performance or non-performance of this Agreement or because of or due to the existence of the Agreement itself.

SECTION 8. SUSPENSION AND TERMINATION. [24 CFR § 570.503(b)(6)]

8.1. **Events of Default.** The following shall constitute an Event of Default under this Agreement:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein or governing CDBG awards, including but not limited to, 24 CFR part 570 or such statutes, laws, regulations, executive orders, and HUD guidelines, guidance, policies or directives as may become applicable at any times;
- (b) Fails to comply with any of the terms contained in this Agreement and such failure continues for a period of thirty (30) days following written notice thereof given by the City to Subrecipient;
- (c) Failure to fulfill in a timely and proper manner its obligations under this Agreement;
- (d) Ineffective or improper use of funds provided under this Agreement;
- (e) Submission by Subrecipient at any time of any material misrepresentation in any certification, report or communication to the City which is determined by the City to be false, incomplete, misleading, or incorrect in any material manner;

- (f) Failure to disclose to the City, upon demand, the name of all persons with whom Subrecipient has contracted or intends to contract with for the management of any portion of the project, including contracts for services and/or labor; or
- (g) If any other default occurs under any of the subaward documents, including exhibits and attachments, executed by Subrecipient in connection with this subaward which is not elsewhere specifically addressed herein and such default is not cured within the applicable cure period set forth in the subaward documents, including exhibits and attachments, or if there is no cure period set forth, then within five (5) days following the date of notice to Subrecipient thereof.
- (h) Notwithstanding any of the forgoing provisions to the contrary, if Subrecipient has failed to cure any default within five (5) days prior to the expiration of any applicable cure period, the City may, at its sole discretion, cure such default, provided, however, that the City shall be under no duty or obligation to do so.

8.2. **Remedies for Non-Compliance.** If Subrecipient commits an Event of Default or fails in any way to comply with Federal or state statutes, local laws or regulations, or the terms and conditions of this Agreement, the City may impose the additional conditions as described in 2 CFR §200.207. If the City determines that noncompliance cannot be remedied by imposing additional conditions, the City may take one or more of the following actions, including but not limited to:

- (a) Temporarily withhold cash payment pending correction of the deficiency or more severe enforcement action by the City;
- (b) Disallow both use of funds and any applicable matching credit for all or part of the costs of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award;
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and applicable regulations or recommend such proceedings be initiated by HUD;
- (e) Withhold further federal awards for the project or program; or
- (f) Take other remedies that may be legally available including, but not limited to litigation, declaratory judgment, specific performance, damages, injunctions, termination of the Agreement, or any other available remedies.

8.3. **Remedies/Suspension and Termination.** Subrecipient and the City will comply with the noncompliance and termination provisions in 2 CFR part 200, Subpart D. In addition, to the remedies for non-compliance in 2 CFR §200.338, in accordance with 2 CFR §200.338 and §339, the City may suspend or terminate this Agreement in whole or in part if Subrecipient fails to comply with any terms and conditions of this Agreement or upon the occurrence of any event of default as defined herein in Section 6.1. or any other breach of this Agreement. The City can withhold all funding and disbursements, demand

repayment for amounts disbursed, terminate all payments, and/or exercise all rights and remedies available to it under the terms of this Agreement, statutory or common law, or at equity. If the City terminates this Agreement, Subrecipient shall also forfeit to the City all unexpended monies awarded under the Agreement. Subrecipient may also be required to refund all Grant Funds awarded by the City.

In accordance with 2 CFR §200.339, the City can terminate the Agreement with the consent of Subrecipient in which case Subrecipient and the City must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

In accordance with 2 CFR §200.339(a)(4), the Agreement may also be terminated by Subrecipient or the City with written notification setting forth the reason for such termination, the effective date and in the case of partial termination, the portion to be terminated. However, if the City determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety.

If this award is terminated or partially terminated, Subrecipient remains responsible for compliance with the closeout requirements in 2 CFR §200.343 and post-closeout requirements set forth in 2 CFR §200.344.

All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the City may have available to it.

SECTION 9. REVERSION OF ASSETS [24 CFR § 570.503(b)(7)]

9.1. **Reversion of Assets.** The reversion of assets and use and disposition of equipment under this Agreement shall be in compliance with the requirements of 24 CFR §570.502, §570.503, and §570.504, as applicable.

9.1.1. Upon expiration or termination of the Agreement, Subrecipient shall transfer to City any Grant Funds on hand at the time of the expiration or termination and any accounts receivable attributable to the use of Grant Funds.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1. **Entire Agreement; Amendment.** This Agreement contains and embraces the entire agreement between the parties hereto and neither it, nor any part of it, may be changed, altered, modified, limited, or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed, and acknowledged by City and Subrecipient. Notwithstanding the foregoing, written amendments involving budget adjustments between line items, implementation schedules, and progress or on-going compliance reporting may be modified in the sole discretion of City, as determined by the City Manager without the necessity of City Commission approval.

- 10.2. **Assignment.** Subrecipient may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the written consent of City.
- 10.3. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the City and Subrecipient and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 10.4. **Applicable Law.** This Agreement is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Agreement shall be filed in Osceola County, Florida.
- 10.5. **Compliance with all Laws.** Notwithstanding anything herein to the contrary, the Project shall be operated consistent with all applicable federal, state and local laws and regulations.
- 10.6. **Survivability of Provisions.** Subrecipient's obligations regarding recordkeeping, reporting, closeout procedures, audits, indemnification and compliance with state and federal law, as applicable, shall survive termination or expiration of this Agreement.
- 10.7. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.
- 10.8. **Notices.** All notices required to be given under this Agreement shall be sufficient when made in writing and delivered in person, dispatched by certified mail, postage prepaid, return receipt requested or by a nationally recognized overnight courier, with all fees prepaid and shall be addressed at follows:

If to the City:

Craig Holland, Development Services Director
City of Kissimmee
101 Church Street
Kissimmee, FL 34741
Telephone: (407) 518-2148
Email: craig.holland@kissimmee.gov

If to Subrecipient:

Steve Lackey, Parks and Recreation Director
City of Kissimmee
101 Church Street
Kissimmee, FL 34741
Telephone: (407) 518-2342
Email: steve.lackey@kissimmee.gov

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written.

SUBRECIPIENT:

CITY:

THE CITY OF KISSIMMEE PARKS & RECREATION DEPARTMENT, a **CITY OF KISSIMMEE,** a Florida municipal corporation
division of the City

By:


Steve Lackey
As Director

By:

Olga Gonzalez,
As Mayor

Date:

12/8/22

ATTEST:

Linda Hansell, City Clerk

Date:

EXHIBIT "A"
STANDARDS OF ELIGIBILITY

**PERSONS ELIGIBLE AND QUALIFIED TO RECEIVE SAID SERVICES IN OSCEOLA
COUNTY, FL AS ESTABLISHED BY THE U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT (HUD) 2022**

	<u>1</u> Person	<u>2</u> Person	<u>3</u> Person	<u>4</u> Person	<u>5</u> Person	<u>6</u> Person	<u>7</u> Person	<u>8</u> Person
EXTREMELY LOW INCOME (<30% median	17,400	19,900	23,030	27,750	32,470	37,190	41,910	46,630
LOW INCOME (<50% median	29,050	33,200	37,350	41,450	44,800	48,100	51,400	54,750
MODERATE INCOME (<80% median	46,450	53,050	59,700	66,300	71,650	76,950	82,250	87,550

EXHIBIT "B"
REQUIRED SUBRECIPIENT INFORMATION

1. Subrecipient name (which must match registered name in DUNS): City of Kissimmee, Parks and Recreation Department
2. **Subrecipient's DUNS number (see §200.32 Data Universal Numbering System (DUNS) number):** _____
3. Federal Award Identification Number (FAIN): B-22-MC-12-0051
4. Federal Award Date (see §200.39 Federal award date): 11/10/2022
5. Subaward Period of Performance Start Date and End Date: 10/01/2022 to 9/30/2023
6. Amount of Federal Funds Obligated by this activity: \$30,000
7. Total Amount of Federal Funds obligated to Subrecipient: \$30,000
8. Total Amount of the Federal Award: \$732,540
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): To provide full scholarships to homeless children to attend the City's summer recreation program.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding Official: City of Kissimmee, Frances De Jesus, (407) 518-2156, frances.dejesus@kissimmee.gov.
11. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award the CFDA number at the time of disbursement: 14.418, Community Development Block Grants/Entitlement Grants
12. Identification of whether the award is R&D: N/A
13. Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A costs)): N/A

EXHIBIT “C”
DESCRIPTION OF WORK

Description of Work:

The City of Kissimmee Parks and Recreation Department shall implement the activity as described in the 2022-2023 City of Kissimmee CDBG Application dated August 2 2022.

Dream Builders is a program within the City’s Summer Camp Program that it identifies and selects students who are recognized by the Osceola County School District as “Families in Transition” or homeless. With CDBG funds, the program will provide a safe and fun environment for free. The children will be provided with a full experience in which they can interact with their peers on a daily basis as well as activity consisting of recreational activities, enrichment opportunities, two meals per day, mentoring as well as leadership opportunities.

The CDBG funds will be used to cover the cost of extra staff needed to properly supervise 55 additional kids included into the summer camps. It will also cover the cost of each individual child to attend all 8 weeks of Summer Camp at \$85/week for total of \$680 (elementary) and \$95/week for a total of \$760 (middle school).

The 55 additional children will be fully integrated with the paid participants. Each participant can attend Summer Camp five (5) days a week for eight (8) weeks. Each camp day is eleven (11) hours in duration.. The camp will take place from June 5, 2023 through July 28, 2023.

Considering that homeless persons are presumed to be LMI, the use of self-certification without any additional income documentation is allowed.

Case Management and Outreach

National CDBG Objective: Benefits low and moderate income persons (less than 80% of area median income).

Eligible CDBG Activity: Public Services Activities

National Objective Code: Low/mod limited clientele benefit

Goal Outcome Indicator: Public service activities for low/moderate income housing benefit

Outcome: Improve/Increase Availability or Accessibility

Unit of Measure: People

Matrix Code: 03T – Homeless

EXHIBIT "D"
ADDITIONAL PROJECT REQUIREMENTS

1. The Parks and Recreation Department shall administer the "Dream Builders Summer Camp" benefiting homeless children of the City of Kissimmee as described in this Agreement. The Department shall provide full scholarships under this Agreement for approximately 55 homeless children to attend the City's Summer Camp program.
2. The Parks and Recreation Department shall at all times maintain facilities in conformance with all applicable codes, licensing and other requirements for the operation of the Project.
3. The Parks and Recreation Department will accept applications and perform income and other eligibility determinations. Those served must have incomes that do not exceed moderate income limits (80% and under of the MSA) of the CDBG Program.
4. The Parks and Recreation Department shall ensure that the numbers, background, and qualifications of the staff are appropriate for the services provided and at least meet the minimum standards established by the pertinent licensing bodies.
5. All costs eligible for CDBG reimbursement offered by The Parks and Recreation Department under the public services agreement shall only include costs directly related to the provision of the education and employment services as described in this Agreement.
6. The Parks and Recreation Department shall complete detailed work write-ups of the services to be performed, including estimated costs and materials to be used, if applicable. The Parks and Recreation Department will monitor the work to ascertain that services are proceeding properly and satisfactorily. The Parks and Recreation Department will ensure that the expenses are reasonable, and the services are completed properly. In addition, The Parks and Recreation Department shall maintain case file, including applications and all documentation of eligibility, work write ups, the assistance agreement between the client and The Parks and Recreation Department, documentation on all necessary licenses and permits, site visits and final reports, invoices and checks. The Parks and Recreation Department shall maintain these records in accordance with the general record-keeping requirements set forth in this Agreement.

EXHIBIT "E"
BUDGET

Project Type = CDBG Public Services

Amount of Funding = \$30,000

Services Funded

Category	CDBG Expenses	Other Expenses	Total Expenses
Elementary school campers (50 campers x \$85/week x 8 weeks)	\$24,000	\$10,000	\$34,000
Middle school campers (10 campers x \$95/week x 8 weeks)	\$5,275	\$2,325	\$7,600
Administration (1 staff x \$29.00/hr x 16 hours)	\$725	\$0	\$725
TOTAL	\$30,000	\$12,325	\$42,325

TOTAL CDBG ALLOCATION	\$30,000
------------------------------	-----------------

EXHIBIT "F" **REQUEST FOR PAYMENT**

Subrecipient:	
Billing Address:	
City/State/Zip:	
Program/Project Name:	
Invoice #	Month/Year:
Preparer's Name:	Phone:

Approved CDBG Budget	\$30,000
CDBG Disbursements To Date	\$
Available CDBG Balance	\$

This Request:

Budget Line Item:	AMOUNT BEING REQUESTED FOR CDBG REIMBURSEMENT:
Total Request:	

Description of reimbursement activity(ies) including time period activities were executed.

By signing this report, I certify to the best of my knowledge and belief that the request for payment is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

<u>STEVE C. LACKEY</u>	<u>12/8/22</u>
Print – Name of Executive Director or Board President	Date
<u>[Signature]</u>	<u>12/5/22</u>
Signature – Executive Director or Board President	Date

SECTION BELOW TO BE COMPLETED BY CITY OF KISSIMMEE

I certify that all grant requirements for this payment have been met and request reimbursement.

_____ Housing and Community Development Manager Signature	_____ Date
--	---------------

APPROVAL INFORMATION

EXHIBIT "G"
Public Services Beneficiary Data

CDBG Beneficiary Name : _____

Household Composition:

Starting with the Head of the Household, list all members of the household. Use the correct legal name for each member as it appears on his/her Social Security Card or INS documents. Please include all aliases and any maiden names currently used or previously used.

Name <i>Last, First</i>	Relationship to Head of Household	Date of Birth	Gender	Race	Ethnicity	Disability? (Yes/No)	Last 4 Digits of Social Sec Number
	Head of Household		☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	

Address: _____
(Street Address and Apartment)

(City) (State) (Zip)

Phone Number: _____

E-Mail Address: _____

Income Self-Certification:

This is to certify the income status for the above named individual. Income includes but is not limited to:

- The full amount of gross income earned before taxes and deductions.
- The net income earned from the operation of a business, i.e., total revenue minus business operating expenses. This also includes any withdrawals of cash from the business or profession for your personal use.
- Monthly interest and dividend income credited to an applicant's bank account and available for use.
- The monthly payment amount received from Social Security, annuities, retirement funds, pensions, disability and other similar types of periodic payments.
- Any monthly payments in lieu of earnings, such as unemployment, disability compensation, SSI, SSDI, and worker's compensation.
- Monthly income from government agencies excluding amounts designated for shelter, and utilities, WIC, food stamps, and childcare.
- Alimony, child support and foster care payments received from organizations or from persons not residing in the dwelling.
- All basic pay, special pay and allowances of a member of the Armed Forces excluding special pay for exposure to hostile fire.

Check only one box and complete only that section

Number of Persons in the Household: _____

☐ I, _____ (name) certify, under penalty of perjury, that my household currently receive the following income:

Source: _____	Amount: _____	Frequency: _____
Source: _____	Amount: _____	Frequency: _____
Source: _____	Amount: _____	Frequency: _____

Assets: List all bank accounts held by any member of the household. (If you need to list more than three accounts, please use an additional sheet):

Family Member	Current Balance	Type of Account	Bank Name	Anticipated Income from Asset

Annual gross income (total of all members) = \$ _____

	1	2	3	4	5	6	7	8
30%	17,400	19,900	23,030	27,750	32,470	37,190	41,910	46,630
50%	29,050	33,200	37,350	41,450	44,800	48,100	51,400	54,750
80%	46,450	53,050	59,700	66,300	71,650	76,950	82,250	87,550

☐ I certify, under penalty of perjury, that I do not have any income from any source at this time.

CDBG Beneficiary Signature: _____

Date: _____

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

EXHIBIT "H"
Reporting Schedule

A. Subrecipient shall submit all reports to the City's Housing and Community Development Division as described in this Agreement.

B. Subrecipient shall maintain data demonstrating client eligibility for services provided. Such data shall include client name, address, number of persons in the household and household income, and such other information requested by the City's Housing and Community Development Division. Such information shall be made available to City and/or HUD monitors or their designees for review upon request. Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient responsibilities under this Agreement is prohibited by the U.S. Privacy Act of 1974 unless written consent is obtained from such person receiving services, and in the case of a minor, that of a responsible parent/guardian.

C. Upon ten (10) days notice by the City's Housing and Community Development Division, Subrecipient shall provide the information requested by the City for submission of performance or other reports to HUD.

D. Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, Subrecipient shall inform the City's Housing and Community Development Division as soon as the following types of conditions become known:

1. Problems, delays or adverse conditions, which may materially affect the ability to meet program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established term periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any assistance needed to resolve the situation.
2. Favorable development or events, which will enable meeting time schedules and goals sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Method of Payment:

Payments shall be made on the basis of completed services and submission of documentation as outlined in this Agreement between the City and Subrecipient. Subrecipient shall submit monthly Requests for Payment to the City's Housing and Community Development Division in accordance with the following:

1. The City's Housing and Community Development Division shall authorize the reimbursement of Subrecipient for actual expenditures outlined in the Budget as expressed in **Exhibit "E"** of this Agreement, except that the Development Services Director, or her designee, may approve a variance with regard to variable costs.

2. Expenses incurred by Subrecipient will not be authorized for payment by the City's Housing and Community Development Division if such expenses cannot be documented by paid receipts, invoices or other appropriate documentation and information. Furthermore, all Requests for Payment submitted by Subrecipient to the City's Housing and Community Development Division shall not be reimbursable by the City if such expenditures were not expended directly for the provision of services and activity delivery costs to benefit low- and moderate- income persons in accordance with this Agreement.
3. Provided that the Requests for Payment are complete and undisputed, the City's Housing and Community Development Division shall authorize reimbursement of approved expenditure requests within thirty (30) days of receipt of such requests.
4. As applicable, the monthly Requests for Payment shall include:
 - a. Name and address of each client receiving services.
 - b. CDBG costs to be reimbursed, shown as labor, materials, other costs, including copies of invoices, and checks in payment.
 - c. Brief description of services or activities undertaken during the month for which reimbursements are being requested.
 - d. Total cost of services.
 - e. If requesting reimbursement for salaries, timesheets showing tenths of hours where work has been done by Subrecipient and staff detailing daily total hours worked.
 - f. If applicable, if outside contractors have done the work, submit the contractor's paid invoices for reimbursement. These should include an itemization of the work done, the total cost for labor and materials, the number of hours on the job, and the rate per hour agreed to on the project.

EXHIBIT "I"**Community Development Block Grant Public Services Report**

Agency Name: _____

Report Period: _____

Accomplishment Narrative (max 2-3 sentences)**Accomplishments**

Activity Type	Outcomes (e.g. Individuals who obtained employment, not served)
1 – People (General)	

Direct Benefit Data by Households**Race/Ethnicity**

Race (Select from Dropdown Options)	Total	Of the total served, how many are Hispanic/Latino:
Select Option		
Select Option		
Select Option		
Select Option		
Select Option		
Totals Served		

Income Levels

	Total
Extremely Low	
Low	
Moderate	
Non-Low/Moderate	
Totals (total must match the total # of persons above) Served	

Of the Total Persons, Number of:

	Number of Persons
With New or Continuing Access to a Service or Benefit	
With Improved Access to a Service or Benefit	
Receive a Service or Benefit that is No Longer Substandard	
Total (total must match the total # of persons above) Served	

Program Income

Sub-recipient shall report Program Income. Program Income is gross income received by sub-recipient directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

☐ We did not have any Program Income for this report period☐ We have attached our program income table which list the Names of Source, and Amount of Program Income Received

Community Development Block Grant Public Services Report

Participants

All participants are required to be City of Kissimmee residents.

☐ We have elected to attach our program participants listing which includes all the same data as the table below

	Identifier	Address	Zip	Age	Race	Ethnicity: Hispanic (H) / Non- Hispanic (NH)	Gender (M/F)	Income Level (EL, VL, L)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

Signature: _____ Date: _____

This report has been submitted by (Print Name/Title):

Signature: _____

Date: _____

PERSONNEL ACTIVITY REPORT								
Employee's Name/Title:								
Week of:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Time allocation								
Description of Program Duties:								
Week of:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Time allocation								
Description of Program Duties:								
Week of:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Time allocation								
Description of Program Duties:								
Week of:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Time allocation								
Description of Program Duties:								
Week of:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Time allocation								
Description of Program Duties:								

For the month of: _____
 Employee's Signature: _____
 Supervisor's Signature: _____

Daily, enter total hours worked and the activity description and hours worked on the project for each day. Hours should match the employee's weekly or bi-weekly payroll for the period ending. This report should be prepared on a monthly basis for each employee working on the Project and submitted along with the other monthly reports.

EXHIBIT “J”

CDBG PROGRAM REQUIREMENTS

Subrecipient, in addition to the terms set forth in the Agreement, shall operate the Project funded through the City's Community Development Block Grant Program according to the following guidelines:

1. Any equipment, furnishings and any other usable item purchased with the City's CDBG Program contribution to Subrecipient for use in the Project shall be kept on an inventory and shall be made available to the City's Housing and Community Development Division for disposition upon termination of the City's CDBG assistance to Subrecipient.
2. Subrecipient hereby agrees to maintain accounting systems with internal controls to safeguard the U.S. Department of Housing and Urban Development (HUD) – Community Development Block Grant (CDBG) funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with generally accepted accounting principles (GAAP) in accordance with 2 CFR part 200.
3. Subrecipient's accounting records must adequately identify the receipt and expenditure of all CDBG funds for each budget line item. There must be a separate accounting for each budgetary allocation as approved by the City's Housing and Community Development Division. Cash receipts and expenditures from other sources must be accounted for separately from CDBG funds; therefore, if Subrecipient maintains a common account for both CDBG and other funds, the accounting system must provide for the clear and easy identification of CDBG funds.
4. Accounting and related records of Subrecipient shall comprise the following as a minimum:
 - a. Voucher system – All supporting documentation, such as purchase orders, invoices, receiving reports, requisitions.
 - b. Books of Original Entry – Cash receipts and disbursements journal, general ledger.
Chart of Accounts – Listing of accounts must be maintained in the accounting system.
 - c. Personnel Records – A separate personnel file shall be maintained for each CDBG project employee paid with CDBG funds. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
 - d. Attendance Records – Attendance records (individual time sheets) shall

be maintained for all personnel paid with CDBG funds that are involved in operating the Project. This applies to part-time as well as full-time personnel. In addition to the accounting for daily attendance, the type of leave taken (annual, sick or other), shall be disclosed. Daily attendance records must support budgetary charges for payroll purposes.

- e. Payroll Records – Formal payroll records supporting cash disbursements to employees shall be maintained. All time sheets or personnel activity reports must be signed by the employee and the employee's supervisor. Such records shall disclose each employee's name, job, title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely payments must be made of FICA taxes, including the required employer matching costs, and of income tax withheld from employees. All charges for payroll purposes shall be in accordance with the Budget submitted to the City's Housing and Community Development Department. In addition, salaries and wages of employees chargeable with more than one (1) grant program and/or other funding sources will be supported by appropriate time distribution records. Actual time distribution records shall be available for review by the Housing and Community Development Department at monitoring visits.
 - f. Checking Accounts – A monthly bank reconciliation shall be conducted by Subrecipient. All checks, stubs, etc. shall be pre-numbered and accounted for, including all voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.
 - g. Purchasing Practices – Purchasing practices shall be at the very least in accordance with 2 CFR part 200. Subrecipient must provide documentation indicating how all vendors, contractors, minority and/or women owned businesses are given an opportunity to participate.
 - h. Inventories – Subrecipient, as are all CDBG program sub-grantees, is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.
 - i. Property Records – Subrecipient is required to maintain formal subsidiary records to control all CDBG program project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted and the books should reflect the actual value of property on hand at the end of the year.
5. Subrecipient should maintain records in an orderly manner, with separate identification for different Federal fiscal periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the City's Housing and Community Development Department staff, the Inspector General, and HUD officials and others who may be authorized to examine such records. Failure to do so may constitute a default of this agreement resulting in suspension of reimbursement until said documentation is submitted.

EXHIBIT “K”

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR SUBRECIPIENTS AND THEIR CONTRACTORS AND SUBCONTRACTORS STANDARD SOLICITATION FOR BID AND CONTRACT LANGUAGE

A. Equal Opportunity Clause:

Subrecipient agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulation of the Secretary of Labor 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:

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 on or behalf of the contractor, state that all qualified applicants will receive consideration 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 the contractor 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 its 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 discrimination 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 rules, regulations, or orders 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 504 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.
8. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.
9. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
10. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency of the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the appliance agrees

that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

EXHIBIT "L"

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by the City of Kissimmee and the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the City and/or the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. Subrecipient will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

1. Subrecipient certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. Subrecipient's policy of maintaining a drug-free workplace;
 3. any available drug counseling, rehabilitation, and employee assistance programs; and
 4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of this grant be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - E. Notify the City's Housing and Community Development Division and/or the U.S. Department of Housing and Urban Development in writing within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or

otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

2. Subrecipient shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, zip code and total estimated number of employees). Subrecipient further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the City's Housing and Community Development Division and/or the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

**PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Name of Subrecipient: Parks and Recreation Department

Program Name: Dream Builders Summer Camp

Grant : Community Development Block Grant

Date: October 1, 2022 through September 30, 2023

The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under this Agreement:

Place of Performance (include street address, city, county, state, zip code for each site:

- Kissimmee Elementary School - 3700 West Donegan Avenue 34741
- Denn John Middle School – 2001 Denn John Lane, Kissimmee, FL 34744

Check _____ if there are work places on file that are not identified here. Please identify below:

ATTEST:

**Parks and Recreation Department
(Corporate Seal)**

By:  _____

Print: STEVE L. LACKEY

Date: 12/8/22

EXHIBIT "M"
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant, and contracts under grants, and cooperative agreements) and that Subrecipient shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ATTEST:

(CORPORATE SEAL)

**Parks and Recreation Department
(Corporate Seal)**

12/8/22
Date

By:

STEVE LACKEY, Director
Print Name & Title

EXHIBIT "N"

Federal Funding Accountability and Transparency Act (FFATA) AFFIDAVIT

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the City to provide the following information about each Federal award:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type,
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity

In the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

I, STEVE L. LACKEY (print name), hereby swear or affirm that: I read and understand the information provided above.

I have personal knowledge of the facts I am attesting to in this affidavit.

(please check one of the following)

**CDBG SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND HOPE
PARTNERSHIP INC. DBA COMMUNITY HOPE CENTER INC.
HOMELESS OUTREACH AND NAVIGATION PROGRAM**

THIS FUNDING AGREEMENT FOR SUBRECIPIENT AS PROVIDER OF PUBLIC SERVICES (this "Agreement") is entered into this _____ by and between the **City of Kissimmee**, a Florida municipal corporation whose principal place of business is 101 Church Street, Kissimmee, FL 34741 (hereinafter referred to as the "City"), and **Hope Partnership Inc. DBA Community Hope Center, Inc.**, a Florida not-for-profit corporation whose principal place of business is 2420 Old Vineland Road, Kissimmee, FL 34746 (hereinafter referred to as "Subrecipient").

WITNESSETH:

WHEREAS, the Community Development Block Grant Program ("CDBG") is administered by the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, City, as an entitlement community, entered into an agreement with HUD to receive a grant for the implementation of a local CDBG program, pursuant to Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, Subrecipient submitted a proposal to utilize a portion of FY 2022-2023 Grant Funds to enable Subrecipient to provide public services to low- and moderate-income persons in the City of Kissimmee and surrounding area as more fully described in Section 2.4.1. herein; and

WHEREAS, these services were included as part of the 2022-2023 Annual Action Plan, which plan was approved by the Kissimmee City Commission on July 19, 2022; and

WHEREAS, Subrecipient has available the necessary qualified personnel, facilities, materials and supplies to perform such services and/or carry out such programs for individuals and families who are eligible and qualified to receive said services and are within the income limits for low- and moderate -income persons as defined by HUD and adjusted annually, and which current income levels are attached hereto as **Exhibit "A"** and incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and Subrecipient agree as follows:

SECTION 1. RECITALS, EXHIBITS, DEFINITIONS

- 1.1. **Recitals.** Each and all the foregoing recitals are hereby declared to be true and corrects and are incorporated herein.
- 1.2. **Exhibits; Attachments.** The following documents are attached and referred to in this Agreement and are by this reference incorporated herein:

Exhibits

Description

"A"	HUD Standards of Eligibility
"B"	Required Subrecipient Information
"C"	Description of Work
"D"	Additional Project Requirements
"E"	Budget
"F"	Request for Payment
"G"	Public Services Beneficiary Data
"H"	Reporting Schedule
"I"	Community Development Block Grant Public Services Report
"J"	CDBG Program Requirements
"K"	Equal Employment Opportunity Clause for Subrecipients and Their Contractors and Subcontractors Standard Solicitation and Bid and Contract Language
"L"	Certification Regarding Drug-Free Workplace Requirement
"M"	Certification Regarding Lobbying
"N"	Federal Funding Accountability and Transparency Act (FFATA) Affidavit

1.3. **Definitions.** In this Agreement, unless the context otherwise requires, the terms set forth below are defined as follows:

- (a) "CDBG" means the Community Development Block Grant Program.
- (b) "CFR" means the United States Code of Federal Regulations.
- (c) "HUD" means the United States Department of Housing and Urban Development.
- (d) "Grant Funds" means and refers to a maximum of \$44,940.00 allocated to Subrecipient from the City's FY 2022-2023 Grant Funds, subject to the terms and conditions of the Subject Program and this Agreement. Grant funds will not be used for the acquisition of or improvement of real property.
- (e) "Low-income person" means a member of a family that has an income equal to or less than the Section 8 very low-income limit established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.
- (f) "Moderate-income person" means a member of a family that has an income equal to or less than the Section 8 limit and greater than the Section 8 very low-income limit, established by HUD.
- (g) "Program Income" means gross income received by the Subrecipient directly generated from the use of Grant Funds, except as provided by 24 CFR §570.500(a)(4).
- (h) "Project" means the administration of the program and the performance of the services provided by the Subrecipient.
- (i) "Public Services" refers to the statutory definition in 24 CFR §570.201 and does not suggest provision of any direct services from the City.

SECTION 2. SCOPE OF SERVICES AND USE OF FUNDS

2.1. **National Objectives and Use.** Subrecipient certifies that the activities carried out with the funds provided under this Agreement will meet the CDBG program national

objective of benefiting low- and moderate- income persons as required under 24 CFR §570.200(a)(2) and 24 CFR §570.208(a)(2).

2.2. **Sub-award.** Under the terms and conditions of this Agreement, the City has allocated a subaward to Subrecipient in the amount of the Grant Funds towards the public services more fully described in Section 2.4. herein. Any funds remaining unexpended or not disbursed to Subrecipient by the City as of the termination of this Agreement, or within one (1) month of expiration of this Agreement, may be de-obligated from this Agreement and made available for other City projects as determined by the City.

2.3. **Required Subrecipient Information.** Subrecipient attests that the Required Subrecipient Worksheet attached hereto and incorporated herein as **Exhibit “B”** reflects accurate and true information at the time of receipt of the subaward and may be modified as any of the required data elements change.

2.4. **Statement of Work.** [24 CFR § 570.503(b)(1)]

2.4.1. *Description of Work.* Subrecipient shall use the Grant Funds to complete the Project as more fully-defined in the Description of Work attached as **Exhibit “C”**. In completing the Project, Subrecipient will use the Grant Funds to serve disadvantaged residents of the City of Kissimmee and the surrounding area including those with low- to moderate- income in accordance with HUD income guidelines. Additional Project Requirements are attached as **Exhibit “D”** and made a part hereof by this reference.

2.4.2. *Budget.* Subrecipient shall use the Grant Funds for eligible expenses permitted under the CDBG regulations as set forth in 24 CFR part 570 and in accordance with the Budget attached as **Exhibit “E”**. Any changes in budget line items, including additions, must be requested in writing and must be approved in writing by the City's Development Services Director before related expenditures can be undertaken. Subrecipient shall be responsible for any cost overruns above the amount of the Grant Funds. Subrecipient shall not use any Grant Funds for the prohibited activities set forth in 24 CFR §570.207.

2.4.3. *Payment Procedures.* Payment shall be made on a reimbursement basis only. During the term of this Agreement, Subrecipient shall be reimbursed for actual costs incurred towards its completion of the Project. Monthly payment requests shall be submitted no longer than ten (10) days after the end of each month and shall be submitted on the form titled “Request for Payment” attached as **Exhibit “F”**. City shall make payments upon receipt of the completed Request for Payment form, including documentation of expenditures and expenses incurred and work undertaken by Subrecipient provided such expenses and expenditures are necessary to meet the requirements of this Agreement and the CDBG program. Qualifying Requests for Payment shall be paid by ACH (Automatic Clearing House) transfer to the Subrecipient within fifteen (15) days of receipt. Requests for payment shall be signed by Subrecipient.

2.4.4. *Term of Performance.* This Agreement shall be in effect for the period commencing October 1, 2022 nunc pro tunc and terminating on September 30, 2023. At least 75% of the funds shall be spent by June 30, 2023. Notwithstanding anything herein to the contrary, Subrecipient's obligations to the City shall not end until all close-out requirements are completed, including, but not limited to, making final payments, disposing of program assets, and retention of records. Also, notwithstanding the foregoing, the term of this Agreement and the provisions herein shall be extended to cover any additional time period during which Subrecipient remains in control of the Grant Funds or other assets, including Program Income or for any HUD audits requiring repayment of any funds unlawfully spent under this Agreement.

SECTION 3. RECORDS, REPORTS AND RELATED FINANCIAL PROCEDURES [24 CFR § 570.503(b)(2)]

3.1. **Records to be Maintained.** Subrecipient shall maintain all records required by 2 CFR part 200, 24 CFR §570.506, and 24 CFR §570.502 regarding records that must be maintained for the Project.

3.2. **Beneficiary Data.** Subrecipient shall maintain all data demonstrating beneficiary eligibility for services provided on the Self-Declaration of Eligibility Form attached as **Exhibit "G"**.

3.3. **Retention of Records.**

3.3.1. All records must be accurate, complete and orderly.

3.3.2. Subrecipient shall retain all accounting records, financial records, statistical records, supporting documents, source documentation and all records to support how the Grant Funds were expended, and all other documents pertinent to the Project and this Agreement in accordance with the retention requirements of 2 CFR §200.333 as modified by 24 CFR §570.502. As a Subrecipient, the retention period for the Project shall be the later of the following:

- (i) four (4) years after the expiration or termination of this Agreement;
- (ii) four (4) years after the submission of the City's Annual Performance and Evaluation Report (CAPER) to HUD in which the City submits its final report upon the Project;
- (iii) if an individual activity of the Project is subject to the reversion of assets provisions at 24 CFR §570.503(b)(7) or change of use provisions at 24 CFR §570.505, then records for the individual activity must be maintained for as long as those provisions continue to apply to the activity;
- (iv) if an individual activity of the Project has outstanding loan balances, other receivables, or contingent liabilities then the records on an individual activity of the Project must be retained until such receivables or liabilities have been satisfied;
- (v) if any records are the subject of any litigation, claim, or audit that started before the expiration of the four (4) year period, then such records must

- be kept until such litigation, claims, or audit findings have been resolved, completed, and final action taken;
- (vi) records for any equipment acquired with Grant Funds shall be retained for four (4) years after final disposition of such equipment;
- (vii) if Subrecipient is notified by the City, HUD, its cognizant agency for audit, its oversight agency for audit, its cognizant agency for indirect costs, or the City to extend the retention period;
- (viii) records for Program Income after the period of performance; and
- (iv) indirect cost rate proposals and cost allocation plans.

3.4. **Monitoring, Inspecting and Access to Records.** [2 CFR §200.336]

3.4.1. Subrecipient shall be responsible for administering, and monitoring the progress of the Project and shall submit reports to the City as required by the City and HUD to determine compliance with CDBG regulations and this Agreement. Subrecipient shall allow on-site monitoring of the Subrecipient facility, or any facility used to perform the activities described in **Exhibit "C"**, and this Project on as frequent a basis as the City deems necessary and at any other time that may be required by HUD to determine compliance with CDBG regulations and this Agreement. Subrecipient shall also furnish and cause each of its own subcontractors, if any, to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD, or any other authorized official or designee for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

3.4.2. All documents, papers, and other records pertinent to the Grant Funds shall be made accessible for review to HUD, Inspectors General, the Comptroller General of the United States, and the City, or any of their authorized representatives in order to make audits, examinations, excerpts, and/or transcripts of same. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access is not limited to the required retention period but lasts as long as the records are retained. This section shall survive termination and expiration of this Agreement.

3.5. **Financial Statements and Audits.**

3.5.1. In accordance with 2 CFR §200.510, Subrecipient shall prepare financial statements and a schedule of expenditures of the Grant Funds. Subrecipient shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. This financial statement shall be prepared by an actively licensed public accountant.

3.5.2. In addition, if expending more than \$750,000 of federal awards during an operating year, Subrecipient shall comply with the audit provisions contained in 2 CFR subpart F and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Audits shall be conducted annually. Subrecipient shall submit its annual audit to the City and within one hundred twenty (120) days of the end of Subrecipient's fiscal year. Subrecipient must clear any deficiencies noted in the audit reports within 30 days after receipt of any noted deficiencies. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in

accordance with the conditions of this Agreement, Subrecipient shall be held liable for reimbursement to the City of all funds not expended in accordance with those regulations and Agreement provisions within thirty (30) days after City has notified Subrecipient of such non-compliance. Any reimbursement by Subrecipient shall not preclude the City from taking any other action or pursuing other remedies. Failure to comply with these audit requirements constitutes a violation of the Agreement and may result in the withholding of future payments. If Subrecipient expends less than \$750,000 in federal awards during its fiscal year, they are exempt from this requirement, except as noted in 2 CFR §200.503, but records must be available for review or audit by appropriate officials of HUD, the City, or the General Accounting Office ("GAO").

3.5.3. If Subrecipient is exempt from submitting an audit report pursuant to 2 CFR §200.501(d), the Subrecipient shall complete and submit the City of Kissimmee Audit Certification. This form can be obtained from the Housing and Community Development Division.

- 3.6. **Reports.** The Subrecipient shall submit Progress and Performance Reports attached as **Exhibit "H"** and **Exhibit "I"** in accordance with the following schedule:

Type and Frequency of Report	Period Covered	Date Due
Progress Reports - Monthly	Each calendar month of Performance Period	10 th of each month
Interim Report	October 1, 2022 to June 30, 2023	Submit Interim Report if Subrecipient expends 50% of Grant Funds prior to fiscal year end.
Performance Report - Annual	October 1, 2022 to September 30, 2023	October 9, 2023 or earlier if the program is completed.

- 3.7. **Program Income.** Subrecipient shall report monthly to the City all Program Income, as defined and required at 24 CFR §570.500 and §570.504. Documentation of the receipt of Program Income, such as supporting schedules identifying the project and the source of income, must be submitted to the City within five (5) days of its receipt. At the end of the program year or upon expiration or earlier termination of this Agreement, Subrecipient shall transfer all CDBG Program Income to the City within five (5) days of the expiration or termination of this Agreement. If Subrecipient receives any Program Income after this Agreement expires or is terminated, Subrecipient shall immediately remit said Program Income balances to the City as required in 24 CFR §570.503(c) within five (5) days of receipt.
- 3.8. **Procurement.** Subrecipient shall procure all supplies, equipment or services in accordance with all applicable federal, state and local requirements and the

requirements of 2 CFR §200.318-§200.326 and shall subsequently abide by the requirements of 24 CFR §570.502(b)(3)(vi), as applicable, upon the disposition of personal property procured with the Grant Funds.

- 3.9. **Closeout.** Subrecipient shall comply with all closeout procedures required by 24 CFR §570.502 and 2 CFR §200.343.

SECTION 4. PROGRAM INCOME [24 CFR § 570.503(b)(3)]

- 4.1. Subrecipient shall report Program Income as described above in section 3.7.

SECTION 5. UNIFORM REQUIREMENTS AND COST PRINCIPLES [24 CFR § 570.503(b)(4) and § 570.610]

- 5.1. Subrecipient shall comply with applicable federal uniform requirements consisting of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" set forth in 2 CFR part 200, as modified by 24 CFR §570.502. Subrecipient also agrees to comply with the Program Requirements set forth in **Exhibit "J"** which is attached hereto and incorporated herein by this reference.

SECTION 6. OTHER PROGRAM REQUIREMENTS [24 CFR §570.503(b)(5)]

- 6.1. Subrecipient agrees to comply and carry out each activity in compliance with, and hereby certifies to the City as to the Subrecipient's compliance with, all Federal laws and regulations described in 24 CFR 570, subpart K, except that:
- 6.1.1. Subrecipient does not assume City's environmental responsibilities described in 24 CFR §570.604; and
- 6.1.2. Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR part 52.
- 6.2. More particularly, but without limiting the compliance and certification set forth in Section 6.1 above, the Subrecipient agrees to comply and carry out each activity of the Project in compliance with the following referenced all Federal laws and regulations, and so certifies to City to those items set forth herein.

6.2.1. *Non-Discrimination [24 CFR §§570.601, 570.602].* Subrecipient shall not exclude from participation in the Project, deny the benefits of the Program or subject to discrimination under the Project any person in the United States on the ground of race, color, national origin, religion, age or disability as protected by federal law.

6.2.2. *Employment and Contracting Opportunities [24 CFR §570.607].* Subrecipient shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, 12107 (Equal Employment Opportunity Programs), 13279 (Equal Protection of the Laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and

the provisions of the Equal Employment Opportunity Clause attached hereto as **Exhibit “K”**, and made a part hereof by this reference. Any contracts or subcontracts entered by the Subrecipient or its contractors shall also require compliance with these regulations and will in all solicitations or advertisements for employees state that Subrecipient is an Equal Opportunity/Affirmative Employer and attach this clause. Subrecipient shall keep records and documentation demonstrating compliance with these regulations.

6.2.3. Section 3 of the Housing and Urban Development Act of 1968/Equal Opportunity. Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701U) and its implementing regulation contained in 24 CFR Part 135 regarding economic opportunities for low income persons and the use of local businesses, if applicable.

6.2.4. Use of Debarred, Suspended or Ineligible Contractors or Subrecipients [24 CFR §570.609]. Pursuant to 24 CFR §570.609, the requirements set forth in 24 CFR part 5 apply to Subrecipient.

6.2. 5. Conflict of Interest. [24 CFR §570.611]. In the procurement of supplies, equipment, construction, and services, Subrecipient shall comply with the conflict of interest rules in 2 CFR §200.317 and §200.318. Subrecipient agrees and warrants that it will establish and adopt written standards of conduct governing conflicts of interest and the performance of its officers, employees, or agents engaged in the selection, award and administration of contracts supported by these federal funds. At a minimum these safeguards must ensure that no employee, officer or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated in 2 CFR §200.318, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of Subrecipient must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. These standards of conduct must also provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Subrecipient. If Subrecipient has a parent, affiliate, or subsidiary organization, Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest.

In all cases not governed by 2 CFR §200.317 and §200.318, Subrecipient shall comply with the conflict of interest provisions contained in 24 CFR §570.611. Such cases include the provision of assistance by Subrecipient to individuals, businesses, and other private entities under eligible activities that authorize such assistance. Although this summary does not intend to replace 24 CFR §570.611, essentially this rule states that no “person” described in §570.611(c) who exercise or have exercised any functions or responsibilities with respect to activities assisted with Grant Funds, or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit

from a CDBG assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure of for one year thereafter. The “persons” covered in 24 CFR §570.611(c) include employees, agents, consultants, officers, or elected officials or appointed officials of the recipient or of any designated public agencies or of Subrecipients (Subrecipient) that are receiving Grant Funds. Subrecipient shall also keep records supporting requests for waivers of conflicts.

Subrecipient will disclose in writing any potential conflicts of interest to the City. By executing this Agreement, Subrecipient covenants and certifies that none of its employees, officers, or agents described in these regulations have any interest in this Agreement or any other interest which would conflict in any manner with this Agreement or the performance of this Agreement.

6.2.6. Eligibility Restrictions for Certain Resident Aliens [24 CFR §570.613]. Subrecipient shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

6.2.7. Housing Counseling [24 CFR §570.615]. Pursuant to 24 CFR §570.615, housing counseling, as defined in 24 CFR §5.100, provided pursuant to this Agreement shall be carried out in accordance with 24 CFR §5.111.

- 6.3. **Drug Free Workplace.** Subrecipient shall comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 701, et. seq.) and HUD's implementing regulations at 2 CFR 2429 regarding maintenance of a drug-free workplace. Subrecipient shall complete and comply with the “Certification Regarding Drug-Free Workplace Requirements” attached hereto as **Exhibit “L”** and made a part hereof by this reference. Subrecipient shall ensure that the provisions of the clauses in **Exhibit “L”** are included in all third-party contracts, subcontracts, and purchase orders that exceed \$10,000 so that the provisions will be binding upon each subcontractor or vendor. Subrecipient will complete this certification and a copy shall be kept in the files of each of the parties of this Agreement.
- 6.4. **Equal Participation of Faith-based Organizations.** Subrecipient shall comply with the HUD program requirements of 24 CFR §5.109 (Equal Participation of Faith-Based Organizations in HUD Programs and Activities), including the requirements regarding disposition and change in use of real property by a faith-based organization, and 24 CFR §570.200(j).
- 6.5. **Political Activities.** Subrecipient shall comply with 24 CFR §570.207(a)(3) regarding political activities. Grant Funds shall not be used for lobbying or political patronage activities. Subrecipient further agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent be engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), or 24 CFR §570.207(a)(3).
- 6.6. **Anti-Lobbying Provision.** Subrecipient shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. Subrecipient

and contractors who apply or bid and award of \$100,000 or more shall execute and comply with the "Certification Regarding Lobbying" attached hereto as **Exhibit "M"** and made a part hereof by this reference. Subrecipient shall execute the "Certification Regarding Lobbying" and a copy shall be kept in the files of each of the parties of this Agreement.

6.7. **Faith-based Activities.** Subrecipient shall comply with Executive Order 13279, 24 CFR §5.109 (Equal Participation of Religious Organizations in HUD Programs and Activities), and 24 CFR §570.200(j). Essentially, these regulations provide for the following:

- (a) Equal treatment of program participants and program beneficiaries. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal Government or a State or local government receiving funds under the CDBG program shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- (b) Separation of inherently religious activities. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the program beneficiaries of the HUD-funded programs or services provided.
- (c) Religious Identity. A religious organization that is a recipient or subrecipient of CDBG program funds will retain its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (d) Beneficiaries. An organization that participates in the CDBG program shall not in providing program assistance discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- (e) Structures. CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for explicitly religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for

conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, new construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of the real property after the term of the loan or grant, or any change in use of the property during the term of the grant or loan, is subject to government wide regulations governing real property disposition (2 CFR part 200).

- 6.8 **Resident Aliens.** Subrecipient shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.
- 6.9 **Registration.** Subrecipient agrees to maintain a current registration in the federal System for Award Management (“SAM”) database (<http://www.sam.gov>) pursuant to the Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 and the regulations implementing the Act at 2 CFR part 25 and 2 CFR part 170. If Lighthouse is not currently registered, it must do so within ten (10) days of the date Lighthouse executes this Agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is required for registration. Subrecipient shall also complete and sign the Affidavit attached hereto as **Exhibit “N”** in conjunction with its execution of this Agreement and provide any supporting documentation, if required.
- 6.10 **General Compliance.** Subrecipient agrees to comply with all applicable federal, state, county and local laws, rules, regulations and policies, as amended from time to time, in the performance of its obligations under this Agreement. Subrecipient further agrees to utilize the Grant Funds to supplement rather than supplant funds otherwise available to the organization.

SECTION 7. INSURANCE AND INDEMNIFICATION REQUIREMENTS

- 7.1. **Subrecipient as Independent Contractor.** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee, principal/agent or joint venture partner between City and Subrecipient. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation as Subrecipient is an independent contractor. Subrecipient agrees and acknowledges that it shall be responsible for and shall pay any and all applicable compensation, insurance and taxes, including but not limited to federal income taxes and Social Security on the salary of and positions funded in whole or in part with Grant Funds.
- 7.2. **Insurance Coverage.** Subrecipient, at its sole expense, shall maintain in force at all times during performance under this Agreement all appropriate policies of insurance hereinafter described and as required by 2 CFR part 200. All insurance policies shall be issued by a company or companies authorized to transact insurance business in

the State of Florida. Each policy shall provide that the coverage shall be primary for losses arising out of Subrecipient's performance of the Agreement. City, its officers and employees, shall be named as additional insured on all policies of liability insurance. The City and/or its insurers shall not be required to contribute to any such loss. Proof of insurance shall be provided to City prior to execution of this Agreement. Required coverage includes:

7.2.1. *Commercial General Liability Insurance.* Commercial General Liability insurance with combined single limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage per person/per occurrence.

7.2.2. *Automobile Liability Insurance.* Automobile Liability insurance shall be in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) combined single limits for bodily injury and property damage per accident.

7.2.3. *Worker's Compensation Insurance.* Worker's Compensation insurance in an amount and with sufficient coverage as required by Florida law.

7.2.4. *Insurance Certificates.* Subrecipient shall provide City with Certificates of Insurance on all policies of insurance and renewals thereof in a form acceptable to City. Subrecipient shall notify City in writing at least thirty (30) days prior to the effective date of any reduction, cancellation or substantial change to any of its insurance policies.

7.3. **Indemnification.** Subrecipient shall defend, indemnify and hold harmless the City from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, whether or not suit is filed and if suit is filed, attorney fees and costs at all trial and appellate levels, of any kind and nature arising or growing out of or in any way connected with Subrecipient's performance or non-performance of this Agreement or because of or due to the existence of the Agreement itself.

SECTION 8. SUSPENSION AND TERMINATION. [24 CFR § 570.503(b)(6)]

8.1. **Events of Default.** The following shall constitute an Event of Default under this Agreement:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein or governing CDBG awards, including but not limited to, 24 CFR part 570 or such statutes, laws, regulations, executive orders, and HUD guidelines, guidance, policies or directives as may become applicable at any times;
- (b) Fails to comply with any of the terms contained in this Agreement and such failure continues for a period of thirty (30) days following written notice thereof given by the City to Subrecipient;
- (c) Failure to fulfill in a timely and proper manner its obligations under this Agreement;
- (d) Ineffective or improper use of funds provided under this Agreement;

- (e) Submission by Subrecipient at any time of any material misrepresentation in any certification, report or communication to the City which is determined by the City to be false, incomplete, misleading, or incorrect in any material manner;
- (f) Failure to disclose to the City, upon demand, the name of all persons with whom Subrecipient has contracted or intends to contract with for the management of any portion of the project, including contracts for services and/or labor; or
- (g) If any other default occurs under any of the subaward documents, including exhibits and attachments, executed by Subrecipient in connection with this subaward which is not elsewhere specifically addressed herein and such default is not cured within the applicable cure period set forth in the subaward documents, including exhibits and attachments, or if there is no cure period set forth, then within five (5) days following the date of notice to Subrecipient thereof.
- (h) Notwithstanding any of the forgoing provisions to the contrary, if Subrecipient has failed to cure any default within five (5) days prior to the expiration of any applicable cure period, the City may, at its sole discretion, cure such default, provided, however, that the City shall be under no duty or obligation to do so.

8.2. **Remedies for Non-Compliance.** If Subrecipient commits an Event of Default or fails in any way to comply with Federal or state statutes, local laws or regulations, or the terms and conditions of this Agreement, the City may impose the additional conditions as described in 2 CFR §200.207. If the City determines that noncompliance cannot be remedied by imposing additional conditions, the City may take one or more of the following actions, including but not limited to:

- (a) Temporarily withhold cash payment pending correction of the deficiency or more severe enforcement action by the City;
- (b) Disallow both use of funds and any applicable matching credit for all or part of the costs of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award;
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and applicable regulations or recommend such proceedings be initiated by HUD;
- (e) Withhold further federal awards for the project or program; or
- (f) Take other remedies that may be legally available including, but not limited to litigation, declaratory judgment, specific performance, damages, injunctions, termination of the Agreement, or any other available remedies.

8.3. **Remedies/Suspension and Termination.** Subrecipient and the City will comply with the noncompliance and termination provisions in 2 CFR part 200, Subpart D. In addition to the remedies for non-compliance in 2 CFR §200.338, in accordance with 2 CFR §200.338 and §339, the City may suspend or terminate this Agreement in whole or in

part if Subrecipient fails to comply with any terms and conditions of this Agreement or upon the occurrence of any event of default as defined herein in Section 6.1. or any other breach of this Agreement. The City can withhold all funding and disbursements, demand repayment for amounts disbursed, terminate all payments, and/or exercise all rights and remedies available to it under the terms of this Agreement, statutory or common law, or at equity. If the City terminates this Agreement, Subrecipient shall also forfeit to the City all unexpended monies awarded under the Agreement. Subrecipient may also be required to refund all Grant Funds awarded by the City.

In accordance with 2 CFR §200.339, the City can terminate the Agreement with the consent of Subrecipient in which case Subrecipient and the City must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

In accordance with 2 CFR §200.339(a)(4), the Agreement may also be terminated by Subrecipient or the City with written notification setting forth the reason for such termination, the effective date and in the case of partial termination, the portion to be terminated. However, if the City determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety.

If this award is terminated or partially terminated, Subrecipient remains responsible for compliance with the closeout requirements in 2 CFR §200.343 and post-closeout requirements set forth in 2 CFR §200.344.

All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the City may have available to it.

SECTION 9. REVERSION OF ASSETS [24 CFR § 570.503(b)(7)]

- 9.1. **Reversion of Assets.** The reversion of assets and use and disposition of equipment under this Agreement shall be in compliance with the requirements of 24 CFR §570.502, §570.503, and §570.504, as applicable.

9.1.1. Upon expiration or termination of the Agreement, Subrecipient shall transfer to City any Grant Funds on hand at the time of the expiration or termination and any accounts receivable attributable to the use of Grant Funds.

SECTION 10. MISCELLANEOUS PROVISIONS

- 10.1. **Entire Agreement; Amendment.** This Agreement contains and embraces the entire agreement between the parties hereto and neither it, nor any part of it, may be changed, altered, modified, limited, or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed, and acknowledged by City and Subrecipient. Notwithstanding the foregoing, written amendments involving budget adjustments between line items, implementation schedules, and progress or on-going compliance reporting may be modified in the

sole discretion of City, as determined by the City Manager without the necessity of City Commission approval.

- 10.2. **Assignment.** Subrecipient may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the written consent of City.
- 10.3. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the City and Subrecipient and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 10.4. **Applicable Law.** This Agreement is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Agreement shall be filed in Osceola County, Florida.
- 10.5. **Compliance with all Laws.** Notwithstanding anything herein to the contrary, the Project shall be operated consistent with all applicable federal, state and local laws and regulations.
- 10.6. **Survivability of Provisions.** Subrecipient's obligations regarding recordkeeping, reporting, closeout procedures, audits, indemnification and compliance with state and federal law, as applicable, shall survive termination or expiration of this Agreement.
- 10.7. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.
- 10.8. **Notices.** All notices required to be given under this Agreement shall be sufficient when made in writing and delivered in person, dispatched by certified mail, postage prepaid, return receipt requested or by a nationally recognized overnight courier, with all fees prepaid and shall be addressed at follows:

If to the City:

Craig Holland, Development Services Director
City of Kissimmee
101 Church Street
Kissimmee, FL 34741
Telephone: (407) 518-2148
Email: craig.holland@kissimmee.gov

If to Subrecipient:

Mary Downey, CEO and Founder
The Hope Partnership DBA Community Hope Center, Inc.
2420 Old Vineland Road
Kissimmee, FL 34746
Telephone: (321) 677-0245
Email: mary.downey@thehopepartnership.org

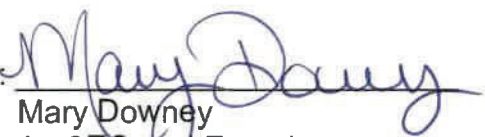
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written.

SUBRECIPIENT:

CITY:

**Hope Partnership Inc. DBA Community
Hope Center, Inc.**, a Florida non-for-profit
corporation

CITY OF KISSIMMEE, a Florida municipal
corporation

By: 
Mary Downey
As CEO and Founder

By: _____
Olga Gonzalez,
As Mayor

Date: 12/7/22

ATTEST:

Linda Hansell, City Clerk

Date: _____

EXHIBIT "A"
STANDARDS OF ELIGIBILITY

**PERSONS ELIGIBLE AND QUALIFIED TO RECEIVE SAID SERVICES IN OSCEOLA
COUNTY, FL AS ESTABLISHED BY THE U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT (HUD) 2022**

	<u>1</u> Person	<u>2</u> Person	<u>3</u> Person	<u>4</u> Person	<u>5</u> Person	<u>6</u> Person	<u>7</u> Person	<u>8</u> Person
EXTREMELY LOW INCOME (<30% median	17,400	19,900	23,030	27,750	32,470	37,190	41,910	46,630
LOW INCOME (<50% median	29,050	33,200	37,350	41,450	44,800	48,100	51,400	54,750
MODERATE INCOME (<80% median	46,450	53,050	59,700	66,300	71,650	76,950	82,250	87,550

EXHIBIT "B"
REQUIRED SUBRECIPIENT INFORMATION

1. Subrecipient name (which must match registered name in DUNS): Hope Partnership Inc. DBA Community Hope Center, Inc.
2. Subrecipient's DUNS number (see §200.32 Data Universal Numbering System (DUNS) number): 051750373
3. Federal Award Identification Number (FAIN): B-22-MC-12-0051
4. Federal Award Date (see §200.39 Federal award date): 11/10/2022
5. Subaward Period of Performance Start Date and End Date: 10/01/2022 to 9/30/2023
6. Amount of Federal Funds Obligated by this activity: \$44,940.00
7. Total Amount of Federal Funds obligated to Subrecipient: \$44,940.00
8. Total Amount of the Federal Award: \$732,540
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): To provide case management so that homeless individuals can obtain and maintain housing in the Housing First model of care.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding Official: City of Kissimmee, Frances De Jesus, (407) 518-2156, frances.dejesus@kissimmee.gov.
11. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award the CFDA number at the time of disbursement: 14.418, Community Development Block Grants/Entitlement Grants
12. Identification of whether the award is R&D: N/A
13. Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A costs)): N/A

EXHIBIT “C”
DESCRIPTION OF WORK

Description of Work:

Hope Partnership Inc. DBA Community Hope Center, Inc. shall implement the program as described in the 2022 - 2023 City of Kissimmee CDBG Application dated August 11, 2022.

As individuals experiencing homelessness are identified, Hope will assess and do a formal interview and intake process. Their situation will be recorded in the Homeless Management Information System (HMIS). Hope will work with Homeless Services Network (HSN), Healthcare Center for the Homeless (HCCH) and any other appropriate agency to navigate these individuals into permanent housing. The outreach advocates will then do a HUD directive VI – SPDAT. The VI – SPDAT is a vulnerability index that allows case managers to assess those in need in the community and then determine if that person or family is in need of permanent supportive housing rapid rehousing, or affordable housing. It is the first step in the “housing first” model of care.

Monitoring of the program includes client exit interviews, monitoring of staff, staff training in motivational interviewing and housing best practices, and internal and external auditing. The advocates will do monthly follow up appointments with the following individual or family throughout the duration of the funding cycle. All client data, services, and updates will be entered into the regional HMIS database to ensure proper tracking of services and to prevent duplication throughout the region.

Considering that homeless persons are presumed to be LMI, the use of self-certification without any additional income documentation is allowed.

Case Management and Outreach

National CDBG Objective: Benefits low and moderate income persons (less than 80% of area median income).

Eligible CDBG Activity: Public Services Activities

National Objective Code: Low/mod limited clientele benefit

Objective: Decent housing

Goal Outcome Indicator: Public service activities for low/moderate income housing benefit

Outcome: Improve/Increase Availability or Accessibility

Unit of Measure: People

Matrix Code: 03T – Homeless

EXHIBIT "D"
ADDITIONAL PROJECT REQUIREMENTS

1. The Hope Partnership Inc. DBA Community Hope Center, Inc. shall administer the Homeless Outreach and Case Management project benefiting the current homeless of the City of Kissimmee as described in this Agreement. Community Hope Center shall provide services under this Agreement for approximately 25 homeless individuals will be assisted through case management and outreach.
2. Community Hope Center shall at all times maintain facilities in conformance with all applicable codes, licensing and other requirements for the operation of the Project.
3. Community Hope Center will accept applications and perform income and other eligibility determinations. Those served must have incomes that do not exceed moderate income limits (80% and under of the MSA) of the CDBG Program.
4. Community Hope Center shall ensure that the numbers, background, and qualifications of the Community Hope Center staff are appropriate for the services provided and at least meet the minimum standards established by the pertinent licensing bodies.
5. All costs eligible for CDBG reimbursement offered by Community Hope Center under the public services agreement shall only include costs directly related to the provision of the education and employment services as described in this Agreement.
6. Community Hope Center shall complete detailed work write-ups of the services to be performed, including estimated costs and materials to be used, if applicable. Community Hope Center will monitor the work to ascertain that services are proceeding properly and satisfactorily. Community Hope Center will ensure that the expenses are reasonable, and the services are completed properly. In addition, Community Hope Center shall maintain case file, including applications and all documentation of eligibility, work write ups, the assistance agreement between the client and Community Hope Center, documentation on all necessary licenses and permits, site visits and final reports, invoices and checks. Community Hope Center shall maintain these records in accordance with the general record-keeping requirements set forth in this Agreement.

EXHIBIT "E"
BUDGET

Project Type = CDBG Public Services
Amount of Funding = \$44,940.00

Services Funded

Expenses	CDBG Expenses	Other Expenses	Total Expenses
Salaries	\$38,110.00	\$231,311.76	\$269,421.76
Benefits/Fringe	\$ 6,830.00	\$ 29,006.23	\$ 35,836.23
Direct Services-Bus Passes & Lyft Vouchers		\$ 2,000.00	\$ 2,000.00
Direct Services-Flexible Funding		\$ 50,000.00	\$ 50,000.00
Transportation--Maintenance		\$ 4,000.00	\$ 4,000.00
Admin--Office Supplies		\$ 3,500.00	\$ 3,500.00
Admin--Staff Continuing Education		\$ 500.00	\$ 500.00
Admin--Printing		\$ 1,090.00	\$ 1,090.00
Admin--Hope Commons Utilities		\$ 1,500.00	\$ 1,500.00
Admin--Insurance/Property Tax		\$ 2,716.00	\$ 2,716.00
Admin--Hope Commons Rent		\$ 7,481.00	\$ 7,481.00
TOTAL	\$44,940.00	\$333,104.99	\$378,044.99

TOTAL CDBG ALLOCATION	\$44,940.00
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EXHIBIT "F"
REQUEST FOR PAYMENT

Subrecipient:	
Billing Address:	
City/State/Zip:	
Program/Project Name:	
Invoice #	Month/Year:
Preparer's Name:	Phone:

Approved CDBG Budget	\$44,950.00
CDBG Disbursements To Date	\$
Available CDBG Balance	\$

This Request:

Budget Line Item:	AMOUNT BEING REQUESTED FOR CDBG REIMBURSEMENT:
Total Request:	

Description of reimbursement activity(ies) including time period activities were executed.

By signing this report, I certify to the best of my knowledge and belief that the request for payment is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Print – Name of Executive Director or Board President	Date
---	------

Signature - Executive Director or Board President Signature	Date
---	------

SECTION BELOW TO BE COMPLETED BY CITY OF KISSIMMEE

I certify that all grant requirements for this payment have been met and request reimbursement.

Housing and Community Development Manager Signature	Date
---	------

APPROVAL INFORMATION

EXHIBIT "G"
Public Services Beneficiary Data

CDBG Beneficiary Name : _____

Household Composition:

Starting with the Head of the Household, list all members of the household. Use the correct legal name for each member as it appears on his/her Social Security Card or INS documents. Please include all aliases and any maiden names currently used or previously used.

Name <i>Last, First</i>	Relationship to Head of Household	Date of Birth	Gender	Race	Ethnicity	Disability? (Yes/No)	Last 4 Digits of Social Sec Number
	Head of Household		☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	

Address: _____
(Street Address and Apartment)

_____ (City) _____ (State) _____ (Zip)

Phone Number: _____

E-Mail Address: _____

CITY OF KISSIMMEE
Income Self-Certification:

This is to certify the income status for the above named individual. Income includes but is not limited to:

- The full amount of gross income earned before taxes and deductions.
- The net income earned from the operation of a business, i.e., total revenue minus business operating expenses. This also includes any withdrawals of cash from the business or profession for your personal use.
- Monthly interest and dividend income credited to an applicant's bank account and available for use.
- The monthly payment amount received from Social Security, annuities, retirement funds, pensions, disability and other similar types of periodic payments.
- Any monthly payments in lieu of earnings, such as unemployment, disability compensation, SSI, SSDI, and worker's compensation.
- Monthly income from government agencies excluding amounts designated for shelter, and utilities, WIC, food stamps, and childcare.
- Alimony, child support and foster care payments received from organizations or from persons not residing in the dwelling.
- All basic pay, special pay and allowances of a member of the Armed Forces excluding special pay for exposure to hostile fire.

Check only one box and complete only that section

Number of Persons in the Household: _____

☐ I, _____ (name) certify, under penalty of perjury, that my household currently receive the following income:

Source: _____ Amount: _____ Frequency: _____
 Source: _____ Amount: _____ Frequency: _____
 Source: _____ Amount: _____ Frequency: _____

Assets: List all bank accounts held by any member of the household. (If you need to list more than three accounts, please use an additional sheet):

Family Member	Current Balance	Type of Account	Bank Name	Anticipated Income from Asset

Annual gross income (total of all members) = \$ _____

	1	2	3	4	5	6	7	8
30%	17,400	19,900	23,030	27,750	32,470	37,190	41,910	46,630
50%	29,050	33,200	37,350	41,450	44,800	48,100	51,400	54,750
80%	46,450	53,050	59,700	66,300	71,650	76,950	82,250	87,550

☐ I certify, under penalty of perjury, that I do not have any income from any source at this time.

CDBG Beneficiary Signature: _____ Date: _____

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

EXHIBIT "H"
Reporting Schedule

- A. Subrecipient shall submit all reports to the City's Housing and Community Development Division as described in this Agreement.
- B. Subrecipient shall maintain data demonstrating client eligibility for services provided. Such data shall include client name, address, number of persons in the household and household income, and such other information requested by the City's Housing and Community Development Division. Such information shall be made available to City and/or HUD monitors or their designees for review upon request. Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient responsibilities under this Agreement is prohibited by the U.S. Privacy Act of 1974 unless written consent is obtained from such person receiving services, and in the case of a minor, that of a responsible parent/guardian.
- C. Upon ten (10) days notice by the City's Housing and Community Development Division, Subrecipient shall provide the information requested by the City for submission of performance or other reports to HUD.
- D. Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, Subrecipient shall inform the City's Housing and Community Development Division as soon as the following types of conditions become known:
1. Problems, delays or adverse conditions, which may materially affect the ability to meet program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established term periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any assistance needed to resolve the situation.
 2. Favorable development or events, which will enable meeting time schedules and goals sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Method of Payment:

Payments shall be made on the basis of completed services and submission of documentation as outlined in this Agreement between the City and Subrecipient. Subrecipient shall submit monthly Requests for Payment to the City's Housing and Community Development Division in accordance with the following:

1. The City's Housing and Community Development Division shall authorize the reimbursement of Subrecipient for actual expenditures outlined in the Budget as expressed in **Exhibit "E"** of this Agreement, except that the Development Services Director, or her designee, may approve a variance with regard to variable costs.

2. Expenses incurred by Subrecipient will not be authorized for payment by the City's Housing and Community Development Division if such expenses cannot be documented by paid receipts, invoices or other appropriate documentation and information. Furthermore, all Requests for Payment submitted by Subrecipient to the City's Housing and Community Development Division shall not be reimbursable by the City if such expenditures were not expended directly for the provision of services and activity delivery costs to benefit low- and moderate- income persons in accordance with this Agreement.
3. Provided that the Requests for Payment are complete and undisputed, the City's Housing and Community Development Division shall authorize reimbursement of approved expenditure requests within thirty (30) days of receipt of such requests.
4. As applicable, the monthly Requests for Payment shall include:
 - a. Name and address of each client receiving services.
 - b. CDBG costs to be reimbursed, shown as labor, materials, other costs, including copies of invoices, and checks in payment.
 - c. Brief description of services or activities undertaken during the month for which reimbursements are being requested.
 - d. Total cost of services.
 - e. If requesting reimbursement for salaries, timesheets showing tenths of hours where work has been done by Subrecipient and staff detailing daily total hours worked.
 - f. If applicable, if outside contractors have done the work, submit the contractor's paid invoices for reimbursement. These should include an itemization of the work done, the total cost for labor and materials, the number of hours on the job, and the rate per hour agreed to on the project.

EXHIBIT "I"**Community Development Block Grant Public Services Report**

Agency Name: _____

Report Period: _____

Accomplishment Narrative (max 2-3 sentences)**Accomplishments**

Activity Type	Outcomes (e.g. Individuals who obtained employment, not served)
1 – People (General)	

Direct Benefit Data by Households**Race/Ethnicity**

Race (Select from Dropdown Options)	Total	Of the total served, how many are Hispanic/Latino:
Select Option		
Select Option		
Select Option		
Select Option		
Select Option		
Totals Served		

Income Levels

	Total
Extremely Low	
Low	
Moderate	
Non-Low/Moderate	
Totals (total must match the total # of persons above) Served	

Of the Total Persons, Number of:

	Number of Persons
With New or Continuing Access to a Service or Benefit	
With Improved Access to a Service or Benefit	
Receive a Service or Benefit that is No Longer Substandard	
Total (total must match the total # of persons above) Served	

Program Income

Sub-recipient shall report Program Income. Program Income is gross income received by sub-recipient directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

☐ We did not have any Program Income for this report period

☐ We have attached our program income table which list the Names of Source, and Amount of Program Income Received

COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC SERVICES REPORT

Participants

All participants are required to be City of Kissimmee residents.

☐ We have elected to attach our program participants listing which includes all the same data as the table below

	Identifier	Address	Zip	Age	Race	Ethnicity: Hispanic (H) / Non- Hispanic (NH)	Gender (M/F)	Income Level (EL, VL, L)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

This report has been submitted by:

Print Name/Title): _____

Signature: _____

Date: _____

PERSONNEL ACTIVITY								
REPORT								
Employee's Name & Title:								
Week of:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Time allocation								
Description of Program Duties:								
Week of:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Time allocation								
Description of Program Duties:								
Week of:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Time allocation								
Description of Program Duties:								
Week of:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Time allocation								
Description of Program Duties:								
Week of:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Time allocation								
Description of Program Duties:								
Week of:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Time allocation								
Description of Program Duties:								

Daily, enter total hours worked and the activity description and hours worked on the project for each day. Hours should match the employee's weekly or bi-weekly payroll for the period ending. This report should be prepared on a monthly basis for each employee working on the Project and submitted along with the other monthly reports.

For the month of: _____

Employee's Signature/Date: _____

Supervisor's Signature/Date: _____

EXHIBIT "J"
CDBG PROGRAM REQUIREMENTS

Subrecipient, in addition to the terms set forth in the Agreement, shall operate the Project funded through the City's Community Development Block Grant Program according to the following guidelines:

1. Any equipment, furnishings and any other usable item purchased with the City's CDBG Program contribution to Subrecipient for use in the Project shall be kept on an inventory and shall be made available to the City's Housing and Community Development Division for disposition upon termination of the City's CDBG assistance to Subrecipient.

2. Subrecipient hereby agrees to maintain accounting systems with internal controls to safeguard the U.S. Department of Housing and Urban Development (HUD) – Community Development Block Grant (CDBG) funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with generally accepted accounting principles (GAAP) in accordance with 2 CFR part 200.

3. Subrecipient's accounting records must adequately identify the receipt and expenditure of all CDBG funds for each budget line item. There must be a separate accounting for each budgetary allocation as approved by the City's Housing and Community Development Division. Cash receipts and expenditures from other sources must be accounted for separately from CDBG funds; therefore, if Subrecipient maintains a common account for both CDBG and other funds, the accounting system must provide for the clear and easy identification of CDBG funds.

4. Accounting and related records of Subrecipient shall comprise the following as a minimum:

- a. Voucher system – All supporting documentation, such as purchase orders, invoices, receiving reports, requisitions.
- b. Books of Original Entry – Cash receipts and disbursements journal, general ledger.
Chart of Accounts – Listing of accounts must be maintained in the accounting system.
- c. Personnel Records – A separate personnel file shall be maintained for each CDBG project employee paid with CDBG funds. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- d. Attendance Records – Attendance records (individual time sheets) shall be maintained for all personnel paid with CDBG funds that are involved in operating the Project. This applies to part-time as well as full-time personnel. In addition to the accounting for daily attendance, the type of

leave taken (annual, sick or other), shall be disclosed. Daily attendance records must support budgetary charges for payroll purposes.

- e. Payroll Records – Formal payroll records supporting cash disbursements to employees shall be maintained. All time sheets or personnel activity reports must be signed by the employee and the employee's supervisor. Such records shall disclose each employee's name, job, title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely payments must be made of FICA taxes, including the required employer matching costs, and of income tax withheld from employees. All charges for payroll purposes shall be in accordance with the Budget submitted to the City's Housing and Community Development Office. In addition, salaries and wages of employees chargeable with more than one (1) grant program and/or other funding sources will be supported by appropriate time distribution records. Actual time distribution records shall be available for review by the Housing and Community Development Department at monitoring visits.
 - f. Checking Accounts – A monthly bank reconciliation shall be conducted by Subrecipient. All checks, stubs, etc. shall be pre-numbered and accounted for, including all voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.
 - g. Purchasing Practices – Purchasing practices shall be at the very least in accordance with 2 CFR part 200. Subrecipient must provide documentation indicating how all vendors, contractors, minority and/or women owned businesses are given an opportunity to participate.
 - h. Inventories – Subrecipient, as are all CDBG program sub-grantees, is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.
 - i. Property Records – Subrecipient is required to maintain formal subsidiary records to control all CDBG program project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted and the books should reflect the actual value of property on hand at the end of the year.
5. Subrecipient should maintain records in an orderly manner, with separate identification for different Federal fiscal periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the City's Housing and Community Development Office staff, the Inspector General, and HUD officials and others who may be authorized to examine such records. Failure to do so may constitute a default of this agreement resulting in suspension of reimbursement until said documentation is submitted.

EXHIBIT "K"

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR SUBRECIPIENTS AND THEIR CONTRACTORS AND SUBCONTRACTORS STANDARD SOLICITATION FOR BID AND CONTRACT LANGUAGE

A. Equal Opportunity Clause:

Subrecipient agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulation of the Secretary of Labor 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:

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 on or behalf of the contractor, state that all qualified applicants will receive consideration 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 the contractor 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 its 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 discrimination 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 rules, regulations, or orders 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 504 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.
8. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.
9. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
10. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency of the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the appliance agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

EXHIBIT "L"

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by the City of Kissimmee and the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the City and/or the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. Subrecipient will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

1. Subrecipient certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. Subrecipient's policy of maintaining a drug-free workplace;
 3. any available drug counseling, rehabilitation, and employee assistance programs; and
 4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of this grant be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - E. Notify the City's Housing and Community Development Division and/or the U.S. Department of Housing and Urban Development in writing within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or

other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
 - G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).
2. Subrecipient shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, zip code and total estimated number of employees). Subrecipient further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the City's Housing and Community Development Division and/or the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

**PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Name of Subrecipient: The Hope Partnership Inc. DBA Community Hope Center, Inc.

Program Name: Homeless Outreach and Case Management

Grant : Community Development Block Grant

Date: October 1, 2022 through September 30, 2023

The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under this Agreement:

Place of Performance (include street address, city, county, state, zip code for each site:

- 2420 Old Vineland Road, Kissimmee, FL 34746
- 2198 Four Winds Boulevard, Kissimmee, FL 34746

Check _____ if there are work places on file that are not identified here. Please identify below:

ATTEST:

**The Hope Partnership Inc. DBA
Community Hope Center, Inc.
(Corporate Seal)**

By: Mary Downey

Print: Mary Downey

Date: 12/7/22

EXHIBIT "M"
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant, and contracts under grants, and cooperative agreements) and that Subrecipient shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ATTEST:

(CORPORATE SEAL)

**The Hope Partnership Inc. DBA
Community Hope Center
(Corporate Seal)**

12/7/22
Date

By: Mary Dawney
12/7/22 Mary Dawney, CEO
Print Name & Title

EXHIBIT "N"

Federal Funding Accountability and Transparency Act (FFATA) AFFIDAVIT

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the City to provide the following information about each Federal award:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type,
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity

In the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

I, Mary Downey (print name), hereby swear or affirm that: I read and understand the information provided above.

I have personal knowledge of the facts I am attesting to in this affidavit.

(please check one of the following)

X I attest that Hope Partnership (agency name) **does not** meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

_____ I attest that _____ (agency name) **does** meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

*If agency meets the above threshold, the agency MUST attach a spreadsheet with the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

I understand that the submission of a false affidavit is punishable as a second-degree misdemeanor under Florida law.

Mary Downey

Signature of President/Executive Director/Board Chair

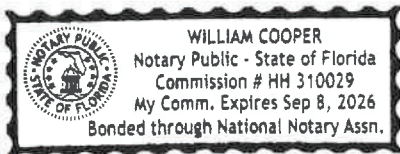
Mary Downey

Printed Name of President/Executive Director/Board Chair

STATE OF FLORIDA
COUNTY OF
OSCEOLA

The foregoing instrument was acknowledged before me this 7 day of DECEMBER, 2022, by means of ☒ physical presence or ☐ online notarization, by Mary Downey as CEO for the Hope Partnership Inc. DBA Community Hope Center, a Florida not for profit corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: William Cooper
Print Name: Will Cooper
My Commission Expires: 11/8/2026

**CDBG SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND OSCEOLA
COUNCIL ON AGING, INC.
BUILDING STRONG FAMILIES CONTINUING EDUCATION PROGRAM - PATHWAYS**

THIS FUNDING AGREEMENT FOR SUBRECIPIENT AS PROVIDER OF PUBLIC SERVICES (this "Agreement") is entered into this _____ by and between the **City of Kissimmee**, a Florida municipal corporation whose principal place of business is 101 Church Street, Kissimmee, FL 34741 (hereinafter referred to as the "City"), and **Osceola Council on Aging, Inc**, a Florida not-for-profit corporation whose principal place of business is 700 Generation Point, Kissimmee, FL 34744 (hereinafter referred to as "Subrecipient").

W I T N E S S E T H:

WHEREAS, the Community Development Block Grant Program ("CDBG") is administered by the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, City, as an entitlement community, entered into an agreement with HUD to receive a grant for the implementation of a local CDBG program, pursuant to Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, Subrecipient submitted a proposal to utilize a portion of FY 2022-2023 Grant Funds to enable Subrecipient to provide public services to low- and moderate-income persons in the City of Kissimmee and surrounding area as more fully described in Section 2.4.1. herein; and

WHEREAS, these services were included as part of the 2022-2023 Annual Action Plan, which plan was approved by the Kissimmee City Commission on July 19, 2022; and

WHEREAS, Subrecipient has available the necessary qualified personnel, facilities, materials and supplies to perform such services and/or carry out such programs for individuals and families who are eligible and qualified to receive said services and are within the income limits for low- and moderate -income persons as defined by HUD and adjusted annually, and which current income levels are attached hereto as **Exhibit "A"** and incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and Subrecipient agree as follows:

SECTION 1. RECITALS, EXHIBITS, DEFINITIONS

- 1.1. **Recitals.** Each and all the foregoing recitals are hereby declared to be true and corrects and are incorporated herein.
- 1.2. **Exhibits; Attachments.** The following documents are attached and referred to in this Agreement and are by this reference incorporated herein:

<u>Exhibits</u>	<u>Description</u>
"A"	HUD Standards of Eligibility

"B"	Required Subrecipient Information
"C"	Description of Work
"D"	Additional Project Requirements
"E"	Budget
"F"	Request for Payment
"G"	Public Services Beneficiary Data
"H"	Reporting Schedule
"I"	Community Development Block Grant Public Services Report
"J"	CDBG Program Requirements
"K"	Equal Employment Opportunity Clause for Subrecipients and Their Contractors and Subcontractors Standard Solicitation and Bid and Contract Language
"L"	Certification Regarding Drug-Free Workplace Requirement
"M"	Certification Regarding Lobbying
"N"	Federal Funding Accountability and Transparency Act (FFATA) Affidavit

1.3. **Definitions.** In this Agreement, unless the context otherwise requires, the terms set forth below are defined as follows:

- (a) "CDBG" means the Community Development Block Grant Program.
- (b) "CFR" means the United States Code of Federal Regulations.
- (c) "HUD" means the United States Department of Housing and Urban Development.
- (d) "Grant Funds" means and refers to a maximum of \$34,941 allocated to Subrecipient from the City's FY 2022-2023 Grant Funds, subject to the terms and conditions of the Subject Program and this Agreement. Grant funds will not be used for the acquisition of or improvement of real property.
- (e) "Low-income person" means a member of a family that has an income equal to or less than the Section 8 very low-income limit established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.
- (f) "Moderate-income person" means a member of a family that has an income equal to or less than the Section 8 limit and greater than the Section 8 very low-income limit, established by HUD.
- (g) "Program Income" means gross income received by the Subrecipient directly generated from the use of Grant Funds, except as provided by 24 CFR §570.500(a)(4).
- (h) "Project" means the administration of the program and the performance of the services provided by the Subrecipient.
- (i) "Public Services" refers to the statutory definition in 24 CFR §570.201 and does not suggest provision of any direct services from the City.

SECTION 2. SCOPE OF SERVICES AND USE OF FUNDS

- 2.1. **National Objectives and Use.** Subrecipient certifies that the activities carried out with the funds provided under this Agreement will meet the CDBG program national objective of benefiting low- and moderate- income persons as required under 24 CFR §570.200(a)(2) and 24 CFR §570.208(a)(2).

2.2. **Sub-award.** Under the terms and conditions of this Agreement, the City has allocated a subaward to Subrecipient in the amount of the Grant Funds towards the public services more fully described in Section 2.4. herein. Any funds remaining unexpended or not disbursed to Subrecipient by the City as of the termination of this Agreement, or within one (1) month of expiration of this Agreement, may be de-obligated from this Agreement and made available for other City projects as determined by the City.

2.3. **Required Subrecipient Information.** Subrecipient attests that the Required Subrecipient Worksheet attached hereto and incorporated herein as **Exhibit “B”** reflects accurate and true information at the time of receipt of the subaward and may be modified as any of the required data elements change.

2.4. **Statement of Work.** [24 CFR § 570.503(b)(1)]

2.4.1. *Description of Work.* Subrecipient shall use the Grant Funds to complete the Project as more fully-defined in the Description of Work attached as **Exhibit “C”**. In completing the Project, Subrecipient will use the Grant Funds to serve disadvantaged residents of the City of Kissimmee and the surrounding area including those with low- to moderate- income in accordance with HUD income guidelines. Additional Project Requirements are attached as **Exhibit “D”** and made a part hereof by this reference.

2.4.2. *Budget.* Subrecipient shall use the Grant Funds for eligible expenses permitted under the CDBG regulations as set forth in 24 CFR part 570 and in accordance with the Budget attached as **Exhibit “E”**. Any changes in budget line items, including additions, must be requested in writing and must be approved in writing by the City’s Development Services Director before related expenditures can be undertaken. Subrecipient shall be responsible for any cost overruns above the amount of the Grant Funds. Subrecipient shall not use any Grant Funds for the prohibited activities set forth in 24 CFR §570.207.

2.4.3. *Payment Procedures.* Payment shall be made on a reimbursement basis only. During the term of this Agreement, Subrecipient shall be reimbursed for actual costs incurred towards its completion of the Project. Monthly payment requests shall be submitted no longer than ten (10) days after the end of each month and shall be submitted on the form titled “Request for Payment” attached as **Exhibit “F”**. City shall make payments upon receipt of the completed Request for Payment form, including documentation of expenditures and expenses incurred and work undertaken by Subrecipient provided such expenses and expenditures are necessary to meet the requirements of this Agreement and the CDBG program. Qualifying Requests for Payment shall be paid by ACH (Automatic Clearing House) transfer to the Subrecipient within fifteen (15) days of receipt. Requests for payment shall be signed by Subrecipient.

2.4.4. *Term of Performance.* This Agreement shall be in effect for the period commencing October 1, 2022 nunc pro tunc and terminating on September 30, 2023. At least 75% of the funds shall be spent by June 30, 2023. Notwithstanding anything herein to the contrary, Subrecipient’s obligations to

the City shall not end until all close-out requirements are completed, including, but not limited to, making final payments, disposing of program assets, and retention of records. Also, notwithstanding the foregoing, the term of this Agreement and the provisions herein shall be extended to cover any additional time period during which Subrecipient remains in control of the Grant Funds or other assets, including Program Income or for any HUD audits requiring repayment of any funds unlawfully spent under this Agreement.

SECTION 3. RECORDS, REPORTS AND RELATED FINANCIAL PROCEDURES [24 CFR § 570.503(b)(2)]

3.1. **Records to be Maintained.** Subrecipient shall maintain all records required by 24 CFR part 200, 24 CFR §570.506, and 24 CFR §570.502 regarding records that must be maintained for the Project.

3.2. **Beneficiary Data.** Subrecipient shall maintain all data demonstrating beneficiary eligibility for services provided on the Self-Declaration of Eligibility Form attached as **Exhibit "G"**.

3.3. **Retention of Records.**

3.3.1. All records must be accurate, complete and orderly.

3.3.2. Subrecipient shall retain all accounting records, financial records, statistical records, supporting documents, source documentation and all records to support how the Grant Funds were expended, and all other documents pertinent to the Project and this Agreement in accordance with the retention requirements of 24 CFR §200.333 as modified by 24 CFR §570.502. As a Subrecipient, the retention period for the Project shall be the later of the following:

- (i) four (4) years after the expiration or termination of this Agreement;
- (ii) four (4) years after the submission of the City's Annual Performance and Evaluation Report (CAPER) to HUD in which the City submits its final report upon the Project;
- (iii) if an individual activity of the Project is subject to the reversion of assets provisions at 24 CFR §570.503(b)(7) or change of use provisions at 24 CFR §570.505, then records for the individual activity must be maintained for as long as those provisions continue to apply to the activity;
- (iv) if an individual activity of the Project has outstanding loan balances, other receivables, or contingent liabilities then the records on an individual activity of the Project must be retained until such receivables or liabilities have been satisfied;
- (v) if any records are the subject of any litigation, claim, or audit that started before the expiration of the four (4) year period, then such records must be kept until such litigation, claims, or audit findings have been resolved, completed, and final action taken;
- (vi) records for any equipment acquired with Grant Funds shall be retained for four (4) years after final disposition of such equipment;

- (vii) if Subrecipient is notified by the City, HUD, its cognizant agency for audit, its oversight agency for audit, its cognizant agency for indirect costs, or the City to extend the retention period;
- (viii) records for Program Income after the period of performance; and
- (iv) indirect cost rate proposals and cost allocation plans.

3.4. **Monitoring, Inspecting and Access to Records.** [2 CFR §200.336]

3.4.1. Subrecipient shall be responsible for administering, and monitoring the progress of the Project and shall submit reports to the City as required by the City and HUD to determine compliance with CDBG regulations and this Agreement. Subrecipient shall allow on-site monitoring of the Subrecipient facility, or any facility used to perform the activities described in **Exhibit "C"**, and this Project on as frequent a basis as the City deems necessary and at any other time that may be required by HUD to determine compliance with CDBG regulations and this Agreement. Subrecipient shall also furnish and cause each of its own subcontractors, if any, to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD, or any other authorized official or designee for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

3.4.2. All documents, papers, and other records pertinent to the Grant Funds shall be made accessible for review to HUD, Inspectors General, the Comptroller General of the United States, and the City, or any of their authorized representatives in order to make audits, examinations, excerpts, and/or transcripts of same. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access is not limited to the required retention period but lasts as long as the records are retained. This section shall survive termination and expiration of this Agreement.

3.5. **Financial Statements and Audits.**

3.5.1. In accordance with 2 CFR §200.510, Subrecipient shall prepare financial statements and a schedule of expenditures of the Grant Funds. Subrecipient shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. This financial statement shall be prepared by an actively licensed public accountant.

3.5.2. In addition, if expending more than \$750,000 of federal awards during an operating year, Subrecipient shall comply with the audit provisions contained in 2 CFR subpart F and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Audits shall be conducted annually. Subrecipient shall submit its annual audit to the City and within one hundred twenty (120) days of the end of Subrecipient's fiscal year. Subrecipient must clear any deficiencies noted in the audit reports within 30 days after receipt of any noted deficiencies. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, Subrecipient shall be held liable for reimbursement to the City of all funds not expended in accordance with those regulations and Agreement provisions within thirty (30) days after City has notified Subrecipient of such non-compliance. Any reimbursement by Subrecipient shall not

preclude the City from taking any other action or pursuing other remedies. Failure to comply with these audit requirements constitutes a violation of the Agreement and may result in the withholding of future payments. If Subrecipient expends less than \$750,000 in federal awards during its fiscal year, they are exempt from this requirement, except as noted in 2 CFR §200.503, but records must be available for review or audit by appropriate officials of HUD, the City, or the General Accounting Office ("GAO").

3.5.3. If Subrecipient is exempt from submitting an audit report pursuant to 2 CFR §200.501(d), the Subrecipient shall complete and submit the City of Kissimmee Audit Certification. This form can be obtained from the Housing and Community Development Division.

- 3.6. **Reports.** The Subrecipient shall submit Progress and Performance Reports attached as **Exhibit "H"** and **Exhibit "I"** in accordance with the following schedule:

Type and Frequency of Report	Period Covered	Date Due
Progress Reports - Monthly	Each calendar month of Performance Period	10 th of each month
Interim Report	October 1, 2022 to June 30, 2023	Submit Interim Report if Subrecipient expends 50% of Grant Funds prior to fiscal year end.
Performance Report - Annual	October 1, 2022 to September 30, 2023	October 9, 2023 or earlier if the program is completed.

- 3.7. **Program Income.** Subrecipient shall report monthly to the City all Program Income, as defined and required at 24 CFR §570.500 and §570.504. Documentation of the receipt of Program Income, such as supporting schedules identifying the project and the source of income, must be submitted to the City within five (5) days of its receipt. At the end of the program year or upon expiration or earlier termination of this Agreement, Subrecipient shall transfer all CDBG Program Income to the City within five (5) days of the expiration or termination of this Agreement. If Subrecipient receives any Program Income after this Agreement expires or is terminated, Subrecipient shall immediately remit said Program Income balances to the City as required in 24 CFR §570.503(c) within five (5) days of receipt.
- 3.8. **Procurement.** Subrecipient shall procure all supplies, equipment or services in accordance with all applicable federal, state and local requirements and the requirements of 2 CFR §200.318-§200.326 and shall subsequently abide by the requirements of 24 CFR §570.502(b)(3)(vi), as applicable, upon the disposition of personal property procured with the Grant Funds.

- 3.9. **Closeout.** Subrecipient shall comply with all closeout procedures required by 24 CFR §570.502 and 2 CFR §200.343.

SECTION 4. PROGRAM INCOME [24 CFR § 570.503(b)(3)]

- 4.1. Subrecipient shall report Program Income as described above in section 3.7.

SECTION 5. UNIFORM REQUIREMENTS AND COST PRINCIPLES [24 CFR § 570.503(b)(4) and § 570.610]

- 5.1. Subrecipient shall comply with applicable federal uniform requirements consisting of the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” set forth in 2 CFR part 200, as modified by 24 CFR §570.502. Subrecipient also agrees to comply with the Program Requirements set forth in **Exhibit “J”** which is attached hereto and incorporated herein by this reference.

SECTION 6. OTHER PROGRAM REQUIREMENTS [24 CFR §570.503(b)(5)]

- 6.1. Subrecipient agrees to comply and carry out each activity in compliance with, and hereby certifies to the City as to the Subrecipient’s compliance with, all Federal laws and regulations described in 24 CFR 570, subpart K, except that:

6.1.1. Subrecipient does not assume City’s environmental responsibilities described in 24 CFR §570.604; and

6.1.2. Subrecipient does not assume the City’s responsibility for initiating the review process under the provisions of 24 CFR part 52.

- 6.2. More particularly, but without limiting the compliance and certification set forth in Section 6.1 above, the Subrecipient agrees to comply and carry out each activity of the Project in compliance with the following referenced all Federal laws and regulations, and so certifies to City to those items set forth herein.

6.2.1. *Non-Discrimination [24 CFR §§570.601, 570.602].* Subrecipient shall not exclude from participation in the Project, deny the benefits of the Program or subject to discrimination under the Project any person in the United States on the ground of race, color, national origin, religion, age or disability as protected by federal law.

6.2.2. *Employment and Contracting Opportunities [24 CFR §570.607].* Subrecipient shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, 12107 (Equal Employment Opportunity Programs), 13279 (Equal Protection of the Laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and the provisions of the Equal Employment Opportunity Clause attached hereto as **Exhibit “K”**, and made a part hereof by this reference. Any contracts or subcontracts entered by the Subrecipient or its contractors shall also require compliance with these regulations and will in all solicitations or advertisements for employees state that

Subrecipient is an Equal Opportunity/Affirmative Employer and attach this clause. Subrecipient shall keep records and documentation demonstrating compliance with these regulations.

6.2.3. *Section 3 of the Housing and Urban Development Act of 1968/Equal Opportunity.* Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701U) and its implementing regulation contained in 24 CFR Part 135 regarding economic opportunities for low income persons and the use of local businesses, if applicable.

6.2.4. *Use of Debarred, Suspended or Ineligible Contractors or Subrecipients [24 CFR §570.609].* Pursuant to 24 CFR §570.609, the requirements set forth in 24 CFR part 5 apply to Subrecipient.

6.2. 5. *Conflict of Interest. [24 CFR §570.611].* In the procurement of supplies, equipment, construction, and services, Subrecipient shall comply with the conflict of interest rules in 2 CFR §200.317 and §200.318. Subrecipient agrees and warrants that it will establish and adopt written standards of conduct governing conflicts of interest and the performance of its officers, employees, or agents engaged in the selection, award and administration of contracts supported by these federal funds. At a minimum these safeguards must ensure that no employee, officer or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated in 2 CFR §200.318, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of Subrecipient must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. These standards of conduct must also provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Subrecipient. If Subrecipient has a parent, affiliate, or subsidiary organization, Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest.

In all cases not governed by 2 CFR §200.317 and §200.318, Subrecipient shall comply with the conflict of interest provisions contained in 24 CFR §570.611. Such cases include the provision of assistance by Subrecipient to individuals, businesses, and other private entities under eligible activities that authorize such assistance. Although this summary does not intend to replace 24 CFR §570.611, essentially this rule states that no "person" described in §570.611(c) who exercise or have exercised any functions or responsibilities with respect to activities assisted with Grant Funds, or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure of for one year thereafter. The "persons" covered in 24 CFR §570.611(c) include employees, agents,

consultants, officers, or elected officials or appointed officials of the recipient or of any designated public agencies or of Subrecipients (Subrecipient) that are receiving Grant Funds. Subrecipient shall also keep records supporting requests for waivers of conflicts.

Subrecipient will disclose in writing any potential conflicts of interest to the City. By executing this Agreement, Subrecipient covenants and certifies that none of its employees, officers, or agents described in these regulations have any interest in this Agreement or any other interest which would conflict in any manner with this Agreement or the performance of this Agreement.

6.2.6. Eligibility Restrictions for Certain Resident Aliens [24 CFR §570.613]. Subrecipient shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

6.2.7. Housing Counseling [24 CFR §570.615]. Pursuant to 24 CFR §570.615, housing counseling, as defined in 24 CFR §5.100, provided pursuant to this Agreement shall be carried out in accordance with 24 CFR §5.111.

- 6.3. **Drug Free Workplace.** Subrecipient shall comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 701, et. seq.) and HUD's implementing regulations at 2 CFR 2429 regarding maintenance of a drug-free workplace. Subrecipient shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Exhibit "L"** and made a part hereof by this reference. Subrecipient shall ensure that the provisions of the clauses in **Exhibit "L"** are included in all third-party contracts, subcontracts, and purchase orders that exceed \$10,000 so that the provisions will be binding upon each subcontractor or vendor. Subrecipient will complete this certification and a copy shall be kept in the files of each of the parties of this Agreement.
- 6.4. **Equal Participation of Faith-based Organizations.** Subrecipient shall comply with the HUD program requirements of 24 CFR §5.109 (Equal Participation of Faith-Based Organizations in HUD Programs and Activities), including the requirements regarding disposition and change in use of real property by a faith-based organization, and 24 CFR §570.200(j).
- 6.5. **Political Activities.** Subrecipient shall comply with 24 CFR §570.207(a)(3) regarding political activities. Grant Funds shall not be used for lobbying or political patronage activities. Subrecipient further agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent be engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), or 24 CFR §570.207(a)(3).
- 6.6. **Anti-Lobbying Provision.** Subrecipient shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. Subrecipient and contractors who apply or bid and award of \$100,000 or more shall execute and comply with the "Certification Regarding Lobbying" attached hereto as **Exhibit "M"** and made a part hereof by this reference. Subrecipient shall execute the

“Certification Regarding Lobbying” and a copy shall be kept in the files of each of the parties of this Agreement.

6.7. **Faith-based Activities.** Subrecipient shall comply with Executive Order 13279, 24 CFR §5.109 (Equal Participation of Religious Organizations in HUD Programs and Activities), and 24 CFR §570.200(j). Essentially, these regulations provide for the following:

- (a) Equal treatment of program participants and program beneficiaries. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal Government or a State or local government receiving funds under the CDBG program shall discriminate against an organization on the basis of the organization’s religious character or affiliation.
- (b) Separation of inherently religious activities. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the program beneficiaries of the HUD-funded programs or services provided.
- (c) Religious Identity. A religious organization that is a recipient or subrecipient of CDBG program funds will retain its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization’s name, select its board members on a religious basis, and include religious references in its organization’s mission statements and other governing documents.
- (d) Beneficiaries. An organization that participates in the CDBG program shall not in providing program assistance discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- (e) Structures. CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for explicitly religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, new construction, or rehabilitation that are

attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of the real property after the term of the loan or grant, or any change in use of the property during the term of the grant or loan, is subject to government wide regulations governing real property disposition (2 CFR part 200).

6.8 **Resident Aliens.** Subrecipient shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

6.9 **Registration.** Subrecipient agrees to maintain a current registration in the federal System for Award Management ("SAM") database (<http://www.sam.gov>) pursuant to the Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 and the regulations implementing the Act at 2 CFR part 25 and 2 CFR part 170. If Lighthouse is not currently registered, it must do so within ten (10) days of the date Lighthouse executes this Agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is required for registration. Subrecipient shall also complete and sign the Affidavit attached hereto as **Exhibit "N"** in conjunction with its execution of this Agreement and provide any supporting documentation, if required.

6.10 **General Compliance.** Subrecipient agrees to comply with all applicable federal, state, county and local laws, rules, regulations and policies, as amended from time to time, in the performance of its obligations under this Agreement. Subrecipient further agrees to utilize the Grant Funds to supplement rather than supplant funds otherwise available to the organization.

SECTION 7. **INSURANCE AND INDEMNIFICATION REQUIREMENTS**

7.1. **Subrecipient as Independent Contractor.** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee, principal/agent or joint venture partner between City and Subrecipient. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation as Subrecipient is an independent contractor. Subrecipient agrees and acknowledges that it shall be responsible for and shall pay any and all applicable compensation, insurance and taxes, including but not limited to federal income taxes and Social Security on the salary of and positions funded in whole or in part with Grant Funds.

7.2. **Insurance Coverage.** Subrecipient, at its sole expense, shall maintain in force at all times during performance under this Agreement all appropriate policies of insurance hereinafter described and as required by 2 CFR part 200. All insurance policies shall be issued by a company or companies authorized to transact insurance business in the State of Florida. Each policy shall provide that the coverage shall be primary for losses arising out of Subrecipient's performance of the Agreement. City, its officers and employees, shall be named as additional insured on all policies of liability

insurance. The City and/or its insurers shall not be required to contribute to any such loss. Proof of insurance shall be provided to City prior to execution of this Agreement. Required coverage includes:

7.2.1. *Commercial General Liability Insurance.* Commercial General Liability insurance with combined single limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage per person/per occurrence.

7.2.2. *Automobile Liability Insurance.* Automobile Liability insurance shall be in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) combined single limits for bodily injury and property damage per accident.

7.2.3. *Worker's Compensation Insurance.* Worker's Compensation insurance in an amount and with sufficient coverage as required by Florida law.

7.2.4. *Insurance Certificates.* Subrecipient shall provide City with Certificates of Insurance on all policies of insurance and renewals thereof in a form acceptable to City. Subrecipient shall notify City in writing at least thirty (30) days prior to the effective date of any reduction, cancellation or substantial change to any of its insurance policies.

7.3. **Indemnification.** Subrecipient shall defend, indemnify and hold harmless the City from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, whether or not suit is filed and if suit is filed, attorney fees and costs at all trial and appellate levels, of any kind and nature arising or growing out of or in any way connected with Subrecipient's performance or non-performance of this Agreement or because of or due to the existence of the Agreement itself.

SECTION 8. SUSPENSION AND TERMINATION. [24 CFR § 570.503(b)(6)]

8.1. **Events of Default.** The following shall constitute an Event of Default under this Agreement:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein or governing CDBG awards, including but not limited to, 24 CFR part 570 or such statutes, laws, regulations, executive orders, and HUD guidelines, guidance, policies or directives as may become applicable at any times;
- (b) Fails to comply with any of the terms contained in this Agreement and such failure continues for a period of thirty (30) days following written notice thereof given by the City to Subrecipient;
- (c) Failure to fulfill in a timely and proper manner its obligations under this Agreement;
- (d) Ineffective or improper use of funds provided under this Agreement;
- (e) Submission by Subrecipient at any time of any material misrepresentation in any certification, report or communication to the City which is determined by the City to be false, incomplete, misleading, or incorrect in any material manner;

- (f) Failure to disclose to the City, upon demand, the name of all persons with whom Subrecipient has contracted or intends to contract with for the management of any portion of the project, including contracts for services and/or labor; or
- (g) If any other default occurs under any of the subaward documents, including exhibits and attachments, executed by Subrecipient in connection with this subaward which is not elsewhere specifically addressed herein and such default is not cured within the applicable cure period set forth in the subaward documents, including exhibits and attachments, or if there is no cure period set forth, then within five (5) days following the date of notice to Subrecipient thereof.
- (h) Notwithstanding any of the forgoing provisions to the contrary, if Subrecipient has failed to cure any default within five (5) days prior to the expiration of any applicable cure period, the City may, at its sole discretion, cure such default, provided, however, that the City shall be under no duty or obligation to do so.

8.2. **Remedies for Non-Compliance.** If Subrecipient commits an Event of Default or fails in any way to comply with Federal or state statutes, local laws or regulations, or the terms and conditions of this Agreement, the City may impose the additional conditions as described in 2 CFR §200.207. If the City determines that noncompliance cannot be remedied by imposing additional conditions, the City may take one or more of the following actions, including but not limited to:

- (a) Temporarily withhold cash payment pending correction of the deficiency or more severe enforcement action by the City;
- (b) Disallow both use of funds and any applicable matching credit for all or part of the costs of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award;
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and applicable regulations or recommend such proceedings be initiated by HUD;
- (e) Withhold further federal awards for the project or program; or
- (f) Take other remedies that may be legally available including, but not limited to litigation, declaratory judgment, specific performance, damages, injunctions, termination of the Agreement, or any other available remedies.

8.3. **Remedies/Suspension and Termination.** Subrecipient and the City will comply with the noncompliance and termination provisions in 2 CFR part 200, Subpart D. In addition to the remedies for non-compliance in 2 CFR §200.338, in accordance with 2 CFR §200.338 and §339, the City may suspend or terminate this Agreement in whole or in part if Subrecipient fails to comply with any terms and conditions of this Agreement or upon the occurrence of any event of default as defined herein in Section 6.1. or any other breach of this Agreement. The City can withhold all funding and disbursements, demand

repayment for amounts disbursed, terminate all payments, and/or exercise all rights and remedies available to it under the terms of this Agreement, statutory or common law, or at equity. If the City terminates this Agreement, Subrecipient shall also forfeit to the City all unexpended monies awarded under the Agreement. Subrecipient may also be required to refund all Grant Funds awarded by the City.

In accordance with 2 CFR §200.339, the City can terminate the Agreement with the consent of Subrecipient in which case Subrecipient and the City must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

In accordance with 2 CFR §200.339(a)(4), the Agreement may also be terminated by Subrecipient or the City with written notification setting forth the reason for such termination, the effective date and in the case of partial termination, the portion to be terminated. However, if the City determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety.

If this award is terminated or partially terminated, Subrecipient remains responsible for compliance with the closeout requirements in 2 CFR §200.343 and post-closeout requirements set forth in 2 CFR §200.344.

All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the City may have available to it.

SECTION 9. REVERSION OF ASSETS [24 CFR § 570.503(b)(7)]

9.1. **Reversion of Assets.** The reversion of assets and use and disposition of equipment under this Agreement shall be in compliance with the requirements of 24 CFR §570.502, §570.503, and §570.504, as applicable.

9.1.1. Upon expiration or termination of the Agreement, Subrecipient shall transfer to City any Grant Funds on hand at the time of the expiration or termination and any accounts receivable attributable to the use of Grant Funds.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1. **Entire Agreement; Amendment.** This Agreement contains and embraces the entire agreement between the parties hereto and neither it, nor any part of it, may be changed, altered, modified, limited, or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed, and acknowledged by City and Subrecipient. Notwithstanding the foregoing, written amendments involving budget adjustments between line items, implementation schedules, and progress or on-going compliance reporting may be modified in the sole discretion of City, as determined by the City Manager without the necessity of City Commission approval.

- 10.2. **Assignment.** Subrecipient may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the written consent of City.
- 10.3. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the City and Subrecipient and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 10.4. **Applicable Law.** This Agreement is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Agreement shall be filed in Osceola County, Florida.
- 10.5. **Compliance with all Laws.** Notwithstanding anything herein to the contrary, the Project shall be operated consistent with all applicable federal, state and local laws and regulations.
- 10.6. **Survivability of Provisions.** Subrecipient's obligations regarding recordkeeping, reporting, closeout procedures, audits, indemnification and compliance with state and federal law, as applicable, shall survive termination or expiration of this Agreement.
- 10.7. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.
- 10.8. **Notices.** All notices required to be given under this Agreement shall be sufficient when made in writing and delivered in person, dispatched by certified mail, postage prepaid, return receipt requested or by a nationally recognized overnight courier, with all fees prepaid and shall be addressed at follows:

If to the City:

Craig Holland, Development Services Director
City of Kissimmee
101 Church Street
Kissimmee, FL 34741
Telephone: (407) 518-2148
Email: craig.holland@kissimmee.gov

If to Subrecipient:

Wendy Ford, President/CEO
Osceola Council on Aging, Inc.
700 Generation Point
Kissimmee, FL 34744
Telephone: (407) 846-8532
Email: fordw@osceola-coa.com

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written.

SUBRECIPIENT:

CITY:

Osceola Council on Aging, Inc. a Florida
non-for-profit corporation

CITY OF KISSIMMEE, a Florida municipal
corporation

By: 
Wendy Ford
As President/CEO

By: _____
Olga Gonzalez,
As Mayor

Date: 12/8/22

ATTEST:

Linda Hansell, City Clerk

Date: _____

EXHIBIT "A"
STANDARDS OF ELIGIBILITY

**PERSONS ELIGIBLE AND QUALIFIED TO RECEIVE SAID SERVICES IN OSCEOLA
COUNTY, FL AS ESTABLISHED BY THE U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT (HUD) 2022**

	<u>1</u> Person	<u>2</u> Person	<u>3</u> Person	<u>4</u> Person	<u>5</u> Person	<u>6</u> Person	<u>7</u> Person	<u>8</u> Person
EXTREMELY LOW INCOME (<30% median	17,400	19,900	23,030	27,750	32,470	37,190	41,910	46,630
LOW INCOME (<50% median	29,050	33,200	37,350	41,450	44,800	48,100	51,400	54,750
MODERATE INCOME (<80% median	46,450	53,050	59,700	66,300	71,650	76,950	82,250	87,550

EXHIBIT "B"
REQUIRED SUBRECIPIENT INFORMATION

1. Subrecipient name (which must match registered name in DUNS): Osceola Council on Aging, Inc
2. **Subrecipient's DUNS number (see §200.32 Data Universal Numbering System (DUNS) number):** 163-15-3661
3. Federal Award Identification Number (FAIN): B-22-MC-12-0051
4. Federal Award Date (see §200.39 Federal award date): 11/10/2022
5. Subaward Period of Performance Start Date and End Date: 10/01/2022 to 9/30/2023
6. Amount of Federal Funds Obligated by this activity: \$34,941.00
7. Total Amount of Federal Funds obligated to Subrecipient: \$34,941.00
8. Total Amount of the Federal Award: \$732,540.00
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): To provide low-income households who are at risk for homelessness an opportunity train for a higher-salaried job outside of the existing service industry structure prevalent in Osceola County
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding Official: City of Kissimmee, Frances De Jesus, (407) 518-2156, frances.dejesus@kissimmee.gov.
11. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award the CFDA number at the time of disbursement: 14.418, Community Development Block Grants/Entitlement Grants
12. Identification of whether the award is R&D: N/A
13. Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A costs)): N/A

EXHIBIT "C"
DESCRIPTION OF WORK

Description of Work:

Osceola Council on Aging, Inc. shall implement the program as described in the City of Kissimmee CDBG Application dated August 11, 2022.

Pathways is an existing program offered by the Council on Aging for qualifying applicants who wish to train for a higher-salaried job outside of the existing service industry structure prevalent in Osceola County. Participants can choose training for a career such as Mechatronics, Welding, Nursing Assistant, or Machine Board Assembly. The career courses offered by Pathways provide an opportunity for a more stable form of employment in the growing fields of technology, exactly the experience and knowledge employers such as Lockheed Martin, Space-X, and neo City are looking for. Pathways aids clients with food, rent/mortgage, cost of classes, transportation, financial education, and utility bill assistance while the client is engaged in the program. This alleviates the burden of living costs while the client are enrolled in the program, leading to the result of higher completion rates and a higher wage, upon completion, which the clients can begin to stabilize their housing situation in a self-sufficient manner.

Monitoring of the program Participants will be track throughout the application, screening, and selection processes. Program participants will also be tracked up to one year post graduation to monitor employment stability, continuing education, and wage progression.be held

Case Management and Outreach

National CDBG Objective: Benefits low and moderate income persons (less than 80% of area median income).

Eligible CDBG Activity: Public Services Activities

National Objective Code: Low/mod limited clientele benefit

Objective: Decent housing

Goal Outcome Indicator: Public service activities for low/moderate income housing benefit

Outcome: Improve/Increase Availability or Accessibility

Unit of Measure: People

Matrix Code: 05E – Transportation Services; 05H – Employment Training; 05L – Child Care Services; 05Q – Subsistence Payments;

EXHIBIT "D"
ADDITIONAL PROJECT REQUIREMENTS

1. Osceola Council on Aging, Inc. shall administer the Project benefiting the current residents of the City of Kissimmee as described in this Agreement. Council on Aging shall provide services under this Agreement for approximately 3 households.
2. Osceola Council on Aging, Inc shall at all times maintain facilities in conformance with all applicable codes, licensing and other requirements for the operation of the Project.
3. Osceola Council on Aging, Inc will accept applications and perform income and other eligibility determinations. Those served must have incomes that do not exceed moderate income limits (80% and under of the MSA) of the CDBG Program.
4. Osceola Council on Aging, Inc shall ensure that the numbers, background, and qualifications of the Osceola Council on Aging, Inc staff are appropriate for the services provided and at least meet the minimum standards established by the pertinent licensing bodies.
5. All costs eligible for CDBG reimbursement offered by Osceola Council on Aging, Inc under the public services agreement shall only include costs directly related to the provision of the education and employment services as described in this Agreement.
6. Osceola Council on Aging, Inc. shall maintain case file, including applications and all documentation of eligibility, the assistance agreement between the client and Osceola Council on Aging, Inc., documentation on all necessary licenses and permits, site visits and final reports, invoices and checks. Osceola Council on Aging, Inc. shall maintain these records in accordance with the general record-keeping requirements set forth in this Agreement.

EXHIBIT "E"
BUDGET

Project Type = CDBG Public Services

Amount of Funding = \$34,941

Services Funded

Expenses	CDBG Expenses	Other Expenses	Total Expenses
Part Time Manager Salary @\$17,800 + 18% Benefits @\$3,204	\$21,004		
Supportive services to 3 Families @\$3,500 per family	\$10,500		
Administrative @10% Grant	\$ 3,437		
TOTAL	\$34,941		

TOTAL CDBG ALLOCATION

\$34,941

EXHIBIT "F" **REQUEST FOR PAYMENT**

Subrecipient:	
Billing Address:	
City/State/Zip:	
Program/Project Name:	
Invoice #	Month/Year:
Preparer's Name:	Phone:

Approved CDBG Budget	\$34,941.00
CDBG Disbursements To Date	\$
Available CDBG Balance	\$

This Request:

Budget Line Item:	AMOUNT BEING REQUESTED FOR CDBG REIMBURSEMENT:
Total Request:	

Description of reimbursement activity(ies) including time period activities were executed.

By signing this report, I certify to the best of my knowledge and belief that the request for payment is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Print – Name of Executive Director or Board President

Date

Signature – Executive Director or Board President Signature

Date

SECTION BELOW TO BE COMPLETED BY CITY OF KISSIMMEE

I certify that all grant requirements for this payment have been met and request reimbursement.

Housing and Community Development Manager Signature

Date

APPROVAL INFORMATION

EXHIBIT "G"
Public Services Beneficiary Data

CDBG Beneficiary Name : _____

Household Composition:

Starting with the Head of the Household, list all members of the household. Use the correct legal name for each member as it appears on his/her Social Security Card or INS documents. Please include all aliases and any maiden names currently used or previously used.

Name <i>Last, First</i>	Relationship to Head of Household	Date of Birth	Gender	Race	Ethnicity	Disability? (Yes/No)	Last 4 Digits of Social Sec Number
	Head of Household		☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	

Address: _____
(Street Address and Apartment)

_____ (City) _____ (State) _____ (Zip)

Phone Number: _____

E-Mail Address: _____

CITY OF KISSIMMEE
Income Self-Certification:

This is to certify the income status for the above named individual. Income includes but is not limited to:

- The full amount of gross income earned before taxes and deductions.
- The net income earned from the operation of a business, i.e., total revenue minus business operating expenses. This also includes any withdrawals of cash from the business or profession for your personal use.
- Monthly interest and dividend income credited to an applicant's bank account and available for use.
- The monthly payment amount received from Social Security, annuities, retirement funds, pensions, disability and other similar types of periodic payments.
- Any monthly payments in lieu of earnings, such as unemployment, disability compensation, SSI, SSDI, and worker's compensation.
- Monthly income from government agencies excluding amounts designated for shelter, and utilities, WIC, food stamps, and childcare.
- Alimony, child support and foster care payments received from organizations or from persons not residing in the dwelling.
- All basic pay, special pay and allowances of a member of the Armed Forces excluding special pay for exposure to hostile fire.

Check only one box and complete only that section

Number of Persons in the Household: _____

☐ I, _____ (name) certify, under penalty of perjury, that my household currently receive the following income:

Source: _____	Amount: _____	Frequency: _____
Source: _____	Amount: _____	Frequency: _____
Source: _____	Amount: _____	Frequency: _____

Assets: List all bank accounts held by any member of the household. (If you need to list more than three accounts, please use an additional sheet):

Family Member	Current Balance	Type of Account	Bank Name	Anticipated Income from Asset

Annual gross income (total of all members) = \$ _____

	1	2	3	4	5	6	7	8
30%	17,400	19,900	23,030	27,750	32,470	37,190	41,910	46,630
50%	29,050	33,200	37,350	41,450	44,800	48,100	51,400	54,750
80%	46,450	53,050	59,700	66,300	71,650	76,950	82,250	87,550

☐ I certify, under penalty of perjury, that I do not have any income from any source at this time.

CDBG Beneficiary Signature: _____ Date: _____

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

EXHIBIT "H"
Reporting Schedule

A. Subrecipient shall submit all reports to the City's Housing and Community Development Division as described in this Agreement.

B. Subrecipient shall maintain data demonstrating client eligibility for services provided. Such data shall include client name, address, number of persons in the household and household income, and such other information requested by the City's Housing and Community Development Division. Such information shall be made available to City and/or HUD monitors or their designees for review upon request. Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient responsibilities under this Agreement is prohibited by the U.S. Privacy Act of 1974 unless written consent is obtained from such person receiving services, and in the case of a minor, that of a responsible parent/guardian.

C. Upon ten (10) days notice by the City's Housing and Community Development Division, Subrecipient shall provide the information requested by the City for submission of performance or other reports to HUD.

D. Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, Subrecipient shall inform the City's Housing and Community Development Division as soon as the following types of conditions become known:

1. Problems, delays or adverse conditions, which may materially affect the ability to meet program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established term periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any assistance needed to resolve the situation.
2. Favorable development or events, which will enable meeting time schedules and goals sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Method of Payment:

Payments shall be made on the basis of completed services and submission of documentation as outlined in this Agreement between the City and Subrecipient. Subrecipient shall submit monthly Requests for Payment to the City's Housing and Community Development Division in accordance with the following:

1. The City's Housing and Community Development Division shall authorize the reimbursement of Subrecipient for actual expenditures outlined in the Budget as expressed in **Exhibit "E"** of this Agreement, except that the Development Services Director, or her designee, may approve a variance with regard to variable costs.

2. Expenses incurred by Subrecipient will not be authorized for payment by the City's Housing and Community Development Division if such expenses cannot be documented by paid receipts, invoices or other appropriate documentation and information. Furthermore, all Requests for Payment submitted by Subrecipient to the City's Housing and Community Development Division shall not be reimbursable by the City if such expenditures were not expended directly for the provision of services and activity delivery costs to benefit low- and moderate- income persons in accordance with this Agreement.
3. Provided that the Requests for Payment are complete and undisputed, the City's Housing and Community Development Division shall authorize reimbursement of approved expenditure requests within thirty (30) days of receipt of such requests.
4. As applicable, the monthly Requests for Payment shall include:
 - a. Name and address of each client receiving services.
 - b. CDBG costs to be reimbursed, shown as labor, materials, other costs, including copies of invoices, and checks in payment.
 - c. Brief description of services or activities undertaken during the month for which reimbursements are being requested.
 - d. Total cost of services.
 - e. If requesting reimbursement for salaries, timesheets showing tenths of hours where work has been done by Subrecipient and staff detailing daily total hours worked.
 - f. If applicable, if outside contractors have done the work, submit the contractor's paid invoices for reimbursement. These should include an itemization of the work done, the total cost for labor and materials, the number of hours on the job, and the rate per hour agreed to on the project.

EXHIBIT "I"**Community Development Block Grant Public Services Report**

Agency Name: _____

Report Period: _____

Accomplishment Narrative (max 2-3 sentences)**Accomplishments**

Activity Type	Outcomes (e.g. Individuals who obtained employment, not served)
1 – People (General)	

Direct Benefit Data by Households**Race/Ethnicity**

Race (Select from Dropdown Options)	Total	Of the total served, how many are Hispanic/Latino:
Select Option		
Select Option		
Select Option		
Select Option		
Select Option		
Totals Served		

Income Levels

	Total
Extremely Low	
Low	
Moderate	
Non-Low/Moderate	
Totals (total must match the total # of persons above) Served	

Of the Total Persons, Number of:

	Number of Persons
With New or Continuing Access to a Service or Benefit	
With Improved Access to a Service or Benefit	
Receive a Service or Benefit that is No Longer Substandard	
Total (total must match the total # of persons above) Served	

Program Income

Sub-recipient shall report Program Income. Program Income is gross income received by sub-recipient directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

☐ We did not have any Program Income for this report period☐ We have attached our program income table which list the Names of Source, and Amount of Program Income Received

COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC SERVICES REPORT

Participants

All participants are required to be City of Kissimmee residents.

☐ We have elected to attach our program participants listing which includes all the same data as the table below

	Identifier	Address	Zip	Age	Race	Ethnicity: Hispanic (H) / Non- Hispanic (NH)	Gender (M/F)	Income Level (EL, VL, L)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

This report has been submitted by:

Print Name/Title): _____

Signature: _____

Date: _____

PERSONNEL ACTIVITY								
REPORT								
Employee's Name & Title: _____								
Week of:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Time allocation								
Description of Program Duties:								
Week of:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Time allocation								
Description of Program Duties:								
Week of:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Time allocation								
Description of Program Duties:								
Week of:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Time allocation								
Description of Program Duties:								

Daily, enter total hours worked and the activity description and hours worked on the project for each day. Hours should match the employee's weekly or bi-weekly payroll for the period ending. This report should be prepared on a monthly basis for each employee working on the Project and submitted along with the other monthly reports.

For the month of: _____

Employee's Signature/Date: _____

Supervisor's Signature/Date: _____

EXHIBIT "J"
CDBG PROGRAM REQUIREMENTS

Subrecipient, in addition to the terms set forth in the Agreement, shall operate the Project funded through the City's Community Development Block Grant Program according to the following guidelines:

1. Any equipment, furnishings and any other usable item purchased with the City's CDBG Program contribution to Subrecipient for use in the Project shall be kept on an inventory and shall be made available to the City's Housing and Community Development Division for disposition upon termination of the City's CDBG assistance to Subrecipient.

2. Subrecipient hereby agrees to maintain accounting systems with internal controls to safeguard the U.S. Department of Housing and Urban Development (HUD) – Community Development Block Grant (CDBG) funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with generally accepted accounting principles (GAAP) in accordance with 2 CFR part 200.

3. Subrecipient's accounting records must adequately identify the receipt and expenditure of all CDBG funds for each budget line item. There must be a separate accounting for each budgetary allocation as approved by the City's Housing and Community Development Division. Cash receipts and expenditures from other sources must be accounted for separately from CDBG funds; therefore, if Subrecipient maintains a common account for both CDBG and other funds, the accounting system must provide for the clear and easy identification of CDBG funds.

4. Accounting and related records of Subrecipient shall comprise the following as a minimum:

- a. Voucher system – All supporting documentation, such as purchase orders, invoices, receiving reports, requisitions.
- b. Books of Original Entry – Cash receipts and disbursements journal, general ledger.
Chart of Accounts – Listing of accounts must be maintained in the accounting system.
- c. Personnel Records – A separate personnel file shall be maintained for each CDBG project employee paid with CDBG funds. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- d. Attendance Records – Attendance records (individual time sheets) shall be maintained for all personnel paid with CDBG funds that are involved in operating the Project. This applies to part-time as well as full-time personnel. In addition to the accounting for daily attendance, the type of

leave taken (annual, sick or other), shall be disclosed. Daily attendance records must support budgetary charges for payroll purposes.

- e. Payroll Records – Formal payroll records supporting cash disbursements to employees shall be maintained. All time sheets or personnel activity reports must be signed by the employee and the employee's supervisor. Such records shall disclose each employee's name, job, title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely payments must be made of FICA taxes, including the required employer matching costs, and of income tax withheld from employees. All charges for payroll purposes shall be in accordance with the Budget submitted to the City's Housing and Community Development Office. In addition, salaries and wages of employees chargeable with more than one (1) grant program and/or other funding sources will be supported by appropriate time distribution records. Actual time distribution records shall be available for review by the Housing and Community Development Department at monitoring visits.
 - f. Checking Accounts – A monthly bank reconciliation shall be conducted by Subrecipient. All checks, stubs, etc. shall be pre-numbered and accounted for, including all voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.
 - g. Purchasing Practices – Purchasing practices shall be at the very least in accordance with 2 CFR part 200. Subrecipient must provide documentation indicating how all vendors, contractors, minority and/or women owned businesses are given an opportunity to participate.
 - h. Inventories – Subrecipient, as are all CDBG program sub-grantees, is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.
 - i. Property Records – Subrecipient is required to maintain formal subsidiary records to control all CDBG program project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted and the books should reflect the actual value of property on hand at the end of the year.
5. Subrecipient should maintain records in an orderly manner, with separate identification for different Federal fiscal periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the City's Housing and Community Development Office staff, the Inspector General, and HUD officials and others who may be authorized to examine such records. Failure to do so may constitute a default of this agreement resulting in suspension of reimbursement until said documentation is submitted.

EXHIBIT "K"

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR SUBRECIPIENTS AND THEIR CONTRACTORS AND SUBCONTRACTORS STANDARD SOLICITATION FOR BID AND CONTRACT LANGUAGE

A. Equal Opportunity Clause:

Subrecipient agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulation of the Secretary of Labor 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:

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 on or behalf of the contractor, state that all qualified applicants will receive consideration 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 the contractor 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 its 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 discrimination 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 rules, regulations, or orders 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 504 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.
8. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.
9. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
10. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency of the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

EXHIBIT "L"

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by the City of Kissimmee and the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the City and/or the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. Subrecipient will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

1. Subrecipient certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. Subrecipient's policy of maintaining a drug-free workplace;
 3. any available drug counseling, rehabilitation, and employee assistance programs; and
 4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of this grant be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - E. Notify the City's Housing and Community Development Division and/or the U.S. Department of Housing and Urban Development in writing within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or

other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

2. Subrecipient shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, zip code and total estimated number of employees). Subrecipient further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the City's Housing and Community Development Division and/or the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

**PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Name of Subrecipient: Osceola Council on Aging, Inc.

Program Name: Building Strong Families - Pathways

Grant : Community Development Block Grant

Date: October 1, 2022 through September 30, 2023

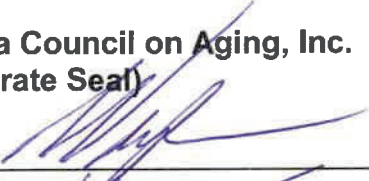
The Subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under this Agreement:

Place of Performance (include street address, city, county, state, zip code for each site:

700 Generation Point, Kissimmee, FL 34744 Check _____ if there are work places on file that are not identified here. Please identify below:

ATTEST:

**Osceola Council on Aging, Inc.
(Corporate Seal)**

By: 

Print: Wendy Ford

Date: 12/8/22

EXHIBIT "M"
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant, and contracts under grants, and cooperative agreements) and that Subrecipient shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ATTEST:

(CORPORATE SEAL)

12/8/22
Date

Osceola Council on Aging, Inc.
(Corporate Seal)

By: 

Wendy Ford / CEO
Print Name & Title

EXHIBIT "N"

Federal Funding Accountability and Transparency Act (FFATA) AFFIDAVIT

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the City to provide the following information about each Federal award:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type,
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity

In the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.

§§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

I, Mindy Ford (print name), hereby swear or affirm that: I read and understand the information provided above.

I have personal knowledge of the facts I am attesting to in this affidavit.

(please check one of the following)

✓ I attest that Osceola Council on Aging (agency name) **does not** meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

_____ I attest that _____ (agency name) **does** meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

*If agency meets the above threshold, the agency MUST attach a spreadsheet with the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

I understand that the submission of a false affidavit is punishable as a second-degree misdemeanor under Florida law.

Signature of President/Executive Director/Board Chair

Wendy Ford / CEO
Printed Name of President/Executive Director/Board Chair

STATE OF FLORIDA
COUNTY OF
OSCEOLA

The foregoing instrument was acknowledged before me this 8TH day of DECEMBER, 2022, by means of ☒ physical presence or ☐ online notarization, by WENDY FORD as PRESIDENT & CEO for the Osceola Council on Aging, Inc., a Florida not for profit corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: Charles Berkau
Print Name: CHARLES BERKAU
My Commission Expires: MARCH 10, 2026



Charles Berkau
Comm.: HH 238758
Expires: March 10, 2026
Notary Public - State of Florida

**CDBG SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF KISSIMMEE
AND OSCEOLA COUNCIL ON AGING, INC.
CHORE PROGRAM**

THIS FUNDING AGREEMENT FOR SUBRECIPIENT (this "Agreement") is entered into this _____ by and between the **City of Kissimmee**, a Florida municipal corporation whose principal place of business is 101 Church Street, Kissimmee, FL 34741 (hereinafter referred to as the "City"), and **Osceola Council on Aging, Inc.**, a Florida not-for-profit corporation whose principal place of business is 700 Generation Point, Kissimmee, FL 34744 (hereinafter referred to as "Subrecipient").

W I T N E S S E T H:

WHEREAS, the Community Development Block Grant Program ("CDBG") is administered by the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, City, as an entitlement community, entered into an agreement with HUD to receive a grant for the implementation of a local CDBG program, pursuant to Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, Subrecipient submitted a proposal to utilize FY 2022–2023 Grant Funds to enable Subrecipient to provide rehabilitation services to low- and moderate-income elderly persons in the City of Kissimmee as more fully described in Section 2.4.1. herein; and

WHEREAS, these services were included as part of the 2022-2023 Annual Action Plan, which plan was approved by the Kissimmee City Commission on July 19, 2022; and

WHEREAS, Subrecipient has available the necessary qualified personnel, facilities, materials and supplies to perform such services and/or carry out such programs for individuals and families who are eligible and qualified to receive said services and are within the income limits for low- and moderate -income persons as defined by HUD and adjusted annually, and which current income levels are attached hereto as **Exhibit "A"** and incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and Subrecipient agree as follows:

SECTION 1. RECITALS, EXHIBITS, DEFINITIONS

- 1.1. **Recitals**. Each and all the foregoing recitals are hereby declared to be true and correct and are incorporated herein.
- 1.2. **Exhibits; Attachments**. The following documents are attached and referred to in this Agreement and are by this reference incorporated herein:

Exhibits
"A"

Description
HUD Standards of Eligibility

"B"	Required Subrecipient Information
"C"	Description of Work
"D"	Additional Project Requirements
"E"	Budget
"F"	Request for Payment
"G"	Beneficiary Data Form
"H"	Reporting Schedule
"I"	Community Development Block Grant Status Report
"J"	CDBG Program Requirements
"K"	Equal Employment Opportunity Clause for Subrecipients and Their Contractors and Subcontractors Standard Solicitation and Bid and Contract Language
"L"	Certification Regarding Drug-Free Workplace Requirement
"M"	Certification Regarding Lobbying
"N"	Federal Funding Accountability and Transparency Act (FFATA) Affidavit

1.3. **Definitions.** In this Agreement, unless the context otherwise requires, the terms set forth below are defined as follows:

- (a) "CDBG" means the Community Development Block Grant Program.
- (b) "CFR" means the United States Code of Federal Regulations.
- (c) "Contractor" means an entity other than the Subrecipient (except as noted in the Labor Standards Provisions) that furnishes to the City and Subrecipient services or supplies (other than standard commercial supplies, office space, or printing services).
- (d) "HUD" means the United States Department of Housing and Urban Development.
- (e) "Grant Funds" means and refers to a maximum of \$30,000 allocated to Subrecipient from the City's FY 2022-2023 Grant Funds, subject to the terms and conditions of the Subject Program and this Agreement. Grant funds will be used for the improvement of real property.
- (f) "Low-income person" means a member of a family that has an income equal to or less than the Section 8 very low-income limit established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.
- (g) "Moderate-income person" means a member of a family that has an income equal to or less than the Section 8 limit and greater than the Section 8 very low-income limit, established by HUD.
- (h) "Program Income" means gross income received by the Subrecipient directly generated from the use of Grant Funds, except as provided by 24 CFR §570.500(a)(4).
- (i) "Project" means the administration of the program and the performance of the services provided by the Subrecipient.
- (j) "Subrecipient" means the entity, whether public, not-for-profit or private, which has the responsibility for administering the subject CDBG-assisted project or activity.

SECTION 2. SCOPE OF SERVICES AND USE OF FUNDS

2.1. **National Objectives and Use.** Subrecipient certifies that the activities carried out with the funds provided under this Agreement will meet the CDBG program national objective of benefiting low- and moderate- income persons as required under 24 CFR §570.200(a)(2) and 24 CFR §570.208(a)(2).

2.2. **Sub-award.** Under the terms and conditions of this Agreement, City has allocated a subaward to Subrecipient in the amount of the Grant Funds towards the single-family housing rehabilitation activity more fully described in Section 2.4. herein. Any funds remaining unexpended or not disbursed to Subrecipient by the City as of the termination of this Agreement, or within one (1) month of expiration of this Agreement, may be de-obligated from this Agreement and made available for other City projects as determined by the City.

2.3. **Required Subrecipient Information.** Subrecipient attests that the Required Subrecipient Information attached hereto and incorporated herein as **Exhibit “B”** reflects accurate and true information at the time of receipt of the subaward and may be modified as any of the required data elements change.

2.4. **Statement of Work.** [24 CFR § 570.503(b)(1)]

2.4.1. *Description of Work.* Subrecipient shall use the Grant Funds to complete the Project as more fully-defined in the Description of Work attached as **Exhibit “C”**. In completing the Project, Subrecipient will use the Grant Funds to serve elderly residents of the City of Kissimmee and the surrounding area including those with low- to moderate-income in accordance with HUD income guidelines. Additional Project Requirements are attached as **Exhibit “D”** and made a part hereof by this reference.

2.4.2. *Budget.* Subrecipient shall use the Grant Funds for eligible expenses permitted under the CDBG regulations as set forth in 24 CFR part 570 and in accordance with the Budget attached as **Exhibit “E”**. Any changes in budget line items, including additions, must be requested in writing and must be approved in writing by the City's Development Services' Director before related expenditures can be undertaken. Subrecipient shall be responsible for any cost overruns above the amount of the Grant Funds. Subrecipient shall not use any Grant Funds for the prohibited activities set forth in 24 CFR §570.207.

2.4.3. *Payment Procedures.* Payment shall be made on a reimbursement basis only. During the term of this Agreement, Subrecipient shall be reimbursed for actual costs incurred towards its completion of the Project. Monthly payment requests shall be submitted no longer than ten (10) days after the end of each month and shall be submitted on the form titled “Request for Payment” attached as **Exhibit “F”**. City shall make payments upon receipt of the completed Request for Payment form, including documentation of expenditures and expenses incurred and work undertaken by Subrecipient provided such expenses and expenditures are necessary to meet the requirements of this Agreement and the CDBG program. Qualifying Requests for Payment shall be paid by ACH

(Automatic Clearing House) transfer to the Subrecipient within fifteen (15) days of receipt. Requests for payment shall be signed by Subrecipient.

2.4.4. *Term of Performance.* This Agreement shall be in effect for the period commencing October 1, 2022 and terminating on September 30, 2023. At least 75% of the Grant Funds shall be spent by July 1, 2023. Notwithstanding anything herein to the contrary, Subrecipient's obligations to City shall not end until all close-out requirements are completed, including, but not limited to, making final payments, disposing of program assets, and retention of records. Also, notwithstanding the foregoing, the term of this Agreement and the provisions herein shall be extended to cover any additional time period during which Subrecipient remains in control of the Grant Funds or other assets, including Program Income or for any HUD audits requiring repayment of any funds unlawfully spent under this Agreement.

SECTION 3. **RECORDS, REPORTS AND RELATED FINANCIAL PROCEDURES** [24 CFR § 570.503(b)(2)]

3.1. **Records to be Maintained.** Subrecipient shall maintain all records required by 2 CFR part 200, 24 CFR §570.506, and 24 CFR §570.502 regarding records that must be maintained for the Project.

3.2. **Beneficiary Data.** Subrecipient shall maintain all data demonstrating beneficiary eligibility for services provided on the Beneficiary Data Form attached as **Exhibit "G"**.

3.3. **Retention of Records.**

3.3.1. All records must be accurate, complete and orderly.

3.3.2. Subrecipient shall retain all accounting records, financial records, statistical records, supporting documents, source documentation and all records to support how Grant Funds were expended, and all other documents pertinent to the Project and this Agreement in accordance with the retention requirements of 2 CFR §200.333 as modified by 24 CFR §570.502. As a Subrecipient, the retention period for the Project shall be the later of the following:

- (i) four (4) years after the expiration or termination of this Agreement;
- (ii) four (4) years after the submission of the City's Annual Performance and Evaluation Report (CAPER) to HUD in which the City submits its final report upon the Project;
- (iii) if an individual activity of the Project is subject to the reversion of assets provisions at 24 CFR §570.503(b)(7) or change of use provisions at 24 CFR §570.505, then records for the individual activity must be maintained for as long as those provisions continue to apply to the activity;
- (iv) if an individual activity of the Project has outstanding loan balances, other receivables, or contingent liabilities then the records for an individual activity of the Project must be retained until such receivables or liabilities have been satisfied;

- (v) if any records are the subject of any litigation, claim, or audit that started before the expiration of the four (4) year period, then such records must be kept until such litigation, claims, or audit findings have been resolved, completed, and final action taken;
 - (vi) records for any equipment acquired with Grant Funds shall be retained for four (4) years after final disposition of such equipment;
 - (vii) if Subrecipient is notified by the City, HUD, its cognizant agency for audit, its oversight agency for audit, its cognizant agency for indirect costs, or any other regulatory agency to extend the retention period;
 - (viii) records for Program Income after the period of performance lapses;
- and
- (iv) indirect cost rate proposals and cost allocation plans.

3.4. **Monitoring, Inspecting and Access to Records.** [2 CFR §200.336]

3.4.1. Subrecipient shall be responsible for administering, and monitoring the progress of the Project and shall submit reports to the City as required by the City and HUD to determine compliance with CDBG regulations and this Agreement. Subrecipient shall allow on-site monitoring of the Subrecipient facility, or any facility used to perform the activities described in **Exhibit "C"**, and this Project on as frequent a basis as the City deems necessary and at any other time that may be required by HUD to determine compliance with CDBG regulations and this Agreement. Subrecipient shall also furnish and cause each of its own subcontractors, if any, to furnish all information and reports required hereunder and will permit access to its books, records and accounts by City, HUD, or any other authorized agency, official or designee for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

3.4.2. All documents, papers, and other records pertinent to the Grant Funds shall be made accessible for review to HUD, Inspectors General, the Comptroller General of the United States, and the City, or any of their authorized agencies or representatives in order to make audits, examinations, excerpts, and/or transcripts of same. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access is not limited to the required retention period but lasts as long as the records are retained. This section shall survive termination and expiration of this Agreement.

3.5. **Financial Statements and Audits.**

3.5.1. In accordance with 2 CFR §200.510, Subrecipient shall prepare financial statements and a schedule of expenditures of the Grant Funds. Subrecipient shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. This financial statement shall be prepared by an actively licensed public accountant.

3.5.2. In addition, if expending more than \$750,000 of federal awards during an operating year, Subrecipient shall comply with the audit provisions contained in 2 CFR subpart F and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Audits shall be conducted annually. Subrecipient shall submit its

annual audit to the City and within one hundred twenty (120) days of the end of Subrecipient's fiscal year. Subrecipient must clear any deficiencies noted in the audit reports within 30 days after receipt of any noted deficiencies. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, Subrecipient shall be held liable for reimbursement to the City of all funds not expended in accordance with those regulations and Agreement provisions within thirty (30) days after City has notified Subrecipient of such non-compliance. Any reimbursement by Subrecipient shall not preclude the City from taking any other action or pursuing other remedies available through law or equity. Failure to comply with these audit requirements constitutes a violation of the Agreement and may result in the withholding of future payments. If Subrecipient expends less than \$750,000 in federal awards during its fiscal year, they are exempt from this requirement, except as noted in 2 CFR §200.503, but records must be available for review or audit by appropriate officials of HUD, City, or the General Accounting Office ("GAO").

3.5.3. If Subrecipient is exempt from submitting an audit report pursuant to 2 CFR §200.501(d), Subrecipient shall complete and submit the City of Kissimmee Audit Certification. This form can be obtained from the Housing and Community Development Division of the Development Services Department.

- 3.6. **Reports.** Subrecipient shall submit Community Development Block Grant Status Report attached, respectively, as **Exhibit "H"** and **Exhibit "I"** in accordance with the following schedule:

Type and Frequency of Report	Period Covered	Date Due
Progress Reports - Monthly	Each calendar month of Performance Period	10 th of each month
Performance Report - Annual	October 1, 2023 to September 30, 2023	October 10, 2023 or earlier if the program is completed.

- 3.7. **Program Income.** Subrecipient shall report all Program Income monthly to the City, as such is defined and required at 24 CFR §570.500 and §570.504. Documentation of the receipt of Program Income, such as supporting schedules identifying the project and the source of income, must be submitted to the City within five (5) days of its receipt. At the end of the program year or upon expiration or earlier termination of this Agreement, Subrecipient shall transfer all CDBG Program Income to the City within five (5) days of the expiration or termination of this Agreement. If Subrecipient receives any Program Income after this Agreement expires or is terminated, Subrecipient shall immediately remit said Program Income balances to the City as required in 24 CFR §570.503(c) within five (5) days of receipt.

- 3.8. **Procurement.** Subrecipient shall procure all supplies, equipment or services in accordance with all applicable federal, state and local requirements and the requirements of 2 CFR §200.318-§200.326 and shall subsequently abide by the

requirements of 24 CFR §570.502(b)(3)(vi), as applicable, upon the disposition of personal property procured with the Grant Funds.

- 3.9. **Closeout.** Subrecipient shall comply with all closeout procedures required by 24 CFR §570.502 and 2 CFR §200.343.

SECTION 4. PROGRAM INCOME [24 CFR § 570.503(b)(3)]

- 4.1. Subrecipient shall report Program Income as described above in Section 3.7.

SECTION 5. UNIFORM REQUIREMENTS AND COST PRINCIPLES [24 CFR § 570.503(b)(4) and § 570.610]

- 5.1. Subrecipient shall comply with applicable federal uniform requirements consisting of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" set forth in 2 CFR part 200, as modified by 24 CFR §570.502. Subrecipient also agrees to comply with the CDBG Program Requirements set forth in **Exhibit "J"** which is attached hereto and incorporated herein by this reference.

SECTION 6. OTHER PROGRAM REQUIREMENTS [24 CFR §570.503(b)(5)]

- 6.1. Subrecipient agrees to comply and carry out each activity in compliance with, and hereby certifies to the City as to the Subrecipient's compliance with, all Federal laws and regulations described in 24 CFR 570, subpart K, except that:

6.1.1. Subrecipient does not assume City's environmental responsibilities described in 24 CFR §570.604; and

6.1.2. Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR part 52.

- 6.2. More particularly, but without limiting the compliance and certification set forth in Section 6.1 above, Subrecipient agrees to comply and carry out each activity of the Project in compliance with the following referenced Federal laws and regulations, and so certifies to City to those items set forth herein.

6.2.1. *Non-Discrimination [24 CFR §§570.601, 570.602].* Subrecipient shall not exclude from participation in the Project, deny the benefits of the Program or subject to discrimination under the Project any person in the United States on the grounds of race, color, national origin, religion, age or disability as protected by federal law.

6.2.2. *Employment and Contracting Opportunities [24 CFR §570.607].* Subrecipient shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, 12107 (Equal Employment Opportunity Programs), 13279 (Equal Protection of the Laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and the provisions of the Equal Employment Opportunity Clause attached hereto as

Exhibit “K”, and made a part hereof by this reference. Any contracts or subcontracts entered by Subrecipient or its contractors shall also require compliance with these regulations and will in all solicitations or advertisements for employees state that Subrecipient is an Equal Opportunity/Affirmative Employer and attach this clause. Subrecipient shall keep records and documentation demonstrating compliance with these regulations.

6.2.3. Section 3 of the Housing and Urban Development Act of 1968/Equal Opportunity. Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701U) and its implementing regulation contained in 24 CFR Part 135 regarding economic opportunities for low income persons and the use of local businesses, if applicable.

6.2.4. Use of Debarred, Suspended or Ineligible Contractors or Subrecipients [24 CFR §570.609]. Pursuant to 24 CFR §570.609, the requirements set forth in 24 CFR part 5 apply to Subrecipient.

6.2. 5. Conflict of Interest. [24 CFR §570.611]. In the procurement of supplies, equipment, construction, and services, Subrecipient shall comply with the conflict of interest rules in 2 CFR §200.317 and §200.318. Subrecipient agrees and warrants that it will establish and adopt written standards of conduct governing conflicts of interest and the performance of its officers, employees, or agents engaged in the selection, award and administration of contracts supported by these federal funds. At a minimum these safeguards must ensure that no employee, officer or agent must participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated in 2 CFR §200.318, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of Subrecipient must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. These standards of conduct must also provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Subrecipient. If Subrecipient has a parent, affiliate, or subsidiary organization, Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest.

In all cases not governed by 2 CFR §200.317 and §200.318, Subrecipient shall comply with the conflict of interest provisions contained in 24 CFR §570.611. Such cases include the provision of assistance by Subrecipient to individuals, businesses, and other private entities under eligible activities that authorize such assistance. Although this summary does not intend to replace 24 CFR §570.611, essentially this rule states that no “person” described in §570.611(c) who exercise or have exercised any functions or responsibilities with respect to activities assisted with Grant Funds, or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG assisted activity, or have an interest in any contract, subcontract or

agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure of for one year thereafter. The “persons” covered in 24 CFR §570.611(c) include employees, agents, consultants, officers, or elected officials or appointed officials of the recipient or of any designated public agencies or of Subrecipients (Subrecipient) that are receiving Grant Funds. Subrecipient shall also keep records supporting requests for waivers of conflicts.

Subrecipient will disclose in writing any potential conflicts of interest to the City. By executing this Agreement, Subrecipient covenants and certifies that none of its employees, officers, or agents described in these regulations have any interest in this Agreement or any other interest which would conflict in any manner with this Agreement or the performance of this Agreement.

6.2.6. Eligibility Restrictions for Certain Resident Aliens [24 CFR §570.613]. Subrecipient shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

6.2.7. Housing Counseling [24 CFR §570.615]. Pursuant to 24 CFR §570.615, housing counseling, as defined in 24 CFR §5.100, provided pursuant to this Agreement shall be carried out in accordance with 24 CFR §5.111.

- 6.3. **Drug Free Workplace.** Subrecipient shall comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 701, et. seq.) and HUD’s implementing regulations at 2 CFR 2429 regarding maintenance of a drug-free workplace. Subrecipient shall complete and comply with the “Certification Regarding Drug-Free Workplace Requirements” attached hereto as **Exhibit “L”** and made a part hereof by this reference. Subrecipient shall ensure that the provisions of the clauses in **Exhibit “L”** are included in all third-party contracts, subcontracts, and purchase orders that exceed \$10,000 so that the provisions will be binding upon each subcontractor or vendor. Subrecipient will complete this certification and a copy shall be kept in the files of each of the parties of this Agreement.
- 6.4. **Equal Participation of Faith-based Organizations.** Subrecipient shall comply with the HUD program requirements of 24 CFR §5.109 (Equal Participation of Faith-Based Organizations in HUD Programs and Activities), including the requirements regarding disposition and change in use of real property by a faith-based organization, and 24 CFR §570.200(j).
- 6.5. **Political Activities.** Subrecipient shall comply with 24 CFR §570.207(a)(3) regarding political activities. Grant Funds shall not be used for lobbying or political patronage activities. Subrecipient further agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent be engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), or 24 CFR §570.207(a)(3).
- 6.6. **Anti-Lobbying Provision.** Subrecipient shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. Subrecipient and contractors who apply or bid and award of \$100,000 or more shall execute and

comply with the "Certification Regarding Lobbying" attached hereto as **Exhibit "M"** and made a part hereof by this reference. Subrecipient shall execute the "Certification Regarding Lobbying" and a copy shall be kept in the files of each of the parties of this Agreement.

6.7. **Faith-based Activities.** Subrecipient shall comply with Executive Order 13279, 24 CFR §5.109 (Equal Participation of Religious Organizations in HUD Programs and Activities), and 24 CFR §570.200(j). Essentially, these regulations provide for the following:

- (a) **Equal treatment of program participants and program beneficiaries.** Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the federal government or a state or local government receiving funds under the CDBG program shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- (b) **Separation of inherently religious activities.** Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the program beneficiaries of the HUD-funded programs or services provided.
- (c) **Religious Identity.** A religious organization that is a recipient or subrecipient of CDBG program funds will retain its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (d) **Beneficiaries.** An organization that participates in the CDBG program shall not in providing program assistance discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- (e) **Structures.** CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for explicitly religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both

eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, new construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of the real property after the term of the loan or grant, or any change in use of the property during the term of the grant or loan, is subject to government wide regulations governing real property disposition (2 CFR part 200).

6.8 **Resident Aliens.** Subrecipient shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

6.9 **Registration.** Subrecipient agrees to maintain a current registration in the federal System for Award Management ("SAM") database (<http://www.sam.gov>) pursuant to the Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 and the regulations implementing the Act at 2 CFR part 25 and 2 CFR part 170. If Subrecipient is not currently registered, it must do so within ten (10) days of the date Subrecipient executes this Agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is required for registration. Subrecipient shall also complete and sign the Federal Funding Accountability and Transparency Act (FFATA) Affidavit attached hereto as **Exhibit "N"** in conjunction with its execution of this Agreement and provide any supporting documentation, if required.

6.10 **General Compliance.** Subrecipient agrees to comply with all applicable federal, state, county and local laws, rules, regulations and policies, as amended from time to time, in the performance of its obligations under this Agreement. Subrecipient further agrees to utilize the Grant Funds to supplement rather than supplant funds otherwise available to the organization.

SECTION 7. INSURANCE AND INDEMNIFICATION REQUIREMENTS

7.1. **Subrecipient as Independent Contractor.** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee, principal/agent or joint venture partner between City and Subrecipient. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation as Subrecipient is an independent contractor. Subrecipient agrees and acknowledges that it shall be responsible for and shall pay any and all applicable compensation, insurance and taxes, including but not limited to federal income taxes and Social Security on the salary of and positions funded in whole or in part with Grant Funds.

7.2. **Insurance Coverage.** Subrecipient, at its sole expense, shall maintain in force at all times during performance under this Agreement, all appropriate policies of insurance hereinafter described and as required by 2 CFR part 200. All insurance policies shall be issued by a company or companies authorized to transact insurance business in

the State of Florida. Each policy shall provide that the coverage shall be primary for losses arising out of Subrecipient's performance of the Agreement. City, its officers and employees, shall be named as additional insured on all policies of liability insurance. The City and/or its insurers shall not be required to contribute to any such loss. Proof of insurance shall be provided to City prior to execution of this Agreement. Required coverage includes:

7.2.1. *Commercial General Liability Insurance.* Commercial General Liability insurance with combined single limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage per person/per occurrence.

7.2.2. *Automobile Liability Insurance.* Automobile Liability insurance shall be in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) combined single limits for bodily injury and property damage per accident.

7.2.3. *Worker's Compensation Insurance.* Worker's compensation insurance in an amount and with sufficient coverage as required by Florida law.

7.2.4. *Insurance Certificates.* Subrecipient shall provide City with Certificates of Insurance on all policies of insurance and renewals thereof in a form acceptable to City. Subrecipient shall notify City in writing at least thirty (30) days prior to the effective date of any reduction, cancellation, or substantial change to any of its insurance policies.

7.3. **Indemnification.** Subrecipient shall defend, indemnify and hold harmless the City from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, whether or not suit is filed and if suit is filed, attorney fees and costs at all trial and appellate levels, of any kind and nature arising or growing out of or in any way connected with Subrecipient's performance or non-performance of this Agreement or because of or due to the existence of the Agreement itself.

SECTION 8. SUSPENSION AND TERMINATION. [24 CFR § 570.503(b)(6)]

8.1. **Events of Default.** The following shall constitute an Event of Default under this Agreement:

(a) Failure to comply with any of the rules, regulations or provisions referred to herein or governing CDBG awards, including but not limited to, 24 CFR part 570 or such statutes, laws, regulations, executive orders, and HUD guidelines, guidance, policies or directives as may become applicable at any times;

(b) Fails to comply with any of the terms contained in this Agreement and such failure continues for a period of thirty (30) days following written notice thereof given by the City to Subrecipient;

(c) Failure to fulfill in a timely and proper manner its obligations under this Agreement;

(d) Ineffective or improper use of Grant Funds provided under this Agreement;

(e) Submission by Subrecipient at any time of any material misrepresentation in any certification, report or communication to City which is determined by City to be false, incomplete, misleading, or incorrect in any material manner;

(f) Failure to disclose to City, upon demand, the name of all persons with whom Subrecipient has contracted or intends to contract with for the management of any portion of the Project, including contracts for services and/or labor; or

(g) If any other default occurs under any of the subaward documents, including exhibits and attachments, executed by Subrecipient in connection with this subaward which is not elsewhere specifically addressed herein and such default is not cured within the applicable cure period set forth in the subaward documents, including exhibits and attachments, or if there is no cure period set forth, then within five (5) days following the date of notice to Subrecipient thereof.

(h) Notwithstanding any of the forgoing provisions to the contrary, if Subrecipient has failed to cure any default within five (5) days prior to the expiration of any applicable cure period, City may, at its sole discretion, cure such default, provided, however, that City shall be under no duty or obligation to do so.

8.2. Remedies for Non-Compliance. If Subrecipient commits an event of default or fails in any way to comply with federal or state statutes, local laws or regulations, or the terms and conditions of this Agreement, City may impose the additional conditions as described in 2 CFR §200.207. If City determines that noncompliance cannot be remedied by imposing additional conditions, City may take one or more of the following actions, including but not limited to:

(a) Temporarily withhold cash payment pending correction of the deficiency or more severe enforcement action by the City;

(b) Disallow both use of funds and any applicable matching credit for all or part of the costs of the activity or action not in compliance;

(c) Wholly or partly suspend or terminate the award;

(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and applicable regulations or recommend such proceedings be initiated by HUD;

(e) Withhold further federal awards for the Project or program; or

(f) Take other remedies that may be legally available including, but not limited to litigation, declaratory judgment, specific performance, damages, injunctions, termination of the Agreement, or any other available remedies.

8.3. Remedies/Suspension and Termination. Subrecipient and City will comply with the noncompliance and termination provisions in 2 CFR part 200, Subpart D. In addition to the remedies for non-compliance in 2 CFR §200.338, in accordance with 2 CFR

§200.338 and §339, City may suspend or terminate this Agreement in whole or in part if Subrecipient fails to comply with any terms and conditions of this Agreement or upon the occurrence of any event of default as defined herein in Section 6.1. or any other breach of this Agreement. City can withhold all funding and disbursements, demand repayment for amounts disbursed, terminate all payments, and/or exercise all rights and remedies available to it under the terms of this Agreement, statutory or common law, or at equity. If City terminates this Agreement, Subrecipient shall also forfeit to the City all unexpended monies awarded under the Agreement. Subrecipient may also be required to refund all Grant Funds awarded by the City.

In accordance with 2 CFR §200.339, City may terminate the Agreement with the consent of Subrecipient in which case Subrecipient and City must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

In accordance with 2 CFR §200.339(a)(4), the Agreement may also be terminated by Subrecipient or the City with written notification setting forth the reason for such termination, the effective date and in the case of partial termination, the portion to be terminated. However, if City determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, City may terminate the award in its entirety.

If this award is terminated or partially terminated, Subrecipient remains responsible for compliance with the closeout requirements in 2 CFR §200.343 and post-closeout requirements set forth in 2 CFR §200.344.

All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the City may have available to it.

SECTION 9. REVERSION OF ASSETS [24 CFR § 570.503(b)(7)]

9.1. **Reversion of Assets.** The reversion of assets and use and disposition of equipment under this Agreement shall be in compliance with the requirements of 24 CFR §570.502, §570.503, and §570.504, as applicable.

9.1.1. Upon expiration or termination of the Agreement, Subrecipient shall transfer to City any Grant Funds on hand at the time of the expiration or termination and any accounts receivable attributable to the use of Grant Funds.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1. **Entire Agreement; Amendment.** This Agreement contains and embraces the entire agreement between the parties hereto and neither it, nor any part of it, may be changed, altered, modified, limited, or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed, and acknowledged by City and Subrecipient. Notwithstanding the foregoing, written amendments involving budget adjustments between line items, implementation

schedules, and progress or on-going compliance reporting may be modified in the sole discretion of City, as determined by the City Manager, without the necessity of City Commission approval.

- 10.2. **Assignment.** Subrecipient may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the written consent of City.
- 10.3. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the City and Subrecipient and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 10.4. **Applicable Law.** This Agreement is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Agreement shall be filed in Osceola County, Florida.
- 10.5. **Compliance with all Laws.** Notwithstanding anything herein to the contrary, the Project shall be operated consistent with all applicable federal, state and local laws and regulations.
- 10.6. **Survivability of Provisions.** Subrecipient's obligations regarding recordkeeping, reporting, closeout procedures, audits, indemnification and compliance with state and federal law, as applicable, shall survive termination or expiration of this Agreement.
- 10.7. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.
- 10.8. **Notices.** All notices required to be given under this Agreement shall be sufficient when made in writing and delivered in person, dispatched by certified mail, postage prepaid, return receipt requested or by a nationally recognized overnight courier, with all fees prepaid and shall be addressed at follows:

If to the City:

Craig Holland, Development Services Director
City of Kissimmee
101 Church Street
Kissimmee, FL 34741
Telephone: (407) 518-2148
Email: craig.holland@kissimmee.gov

If to Subrecipient:

Wendy Ford, President/CEO
Osceola Council on Aging, Inc
700 Generation Point
Kissimmee, FL 34744
Telephone: (407) 846-8532

Email: fordw@osceola-coa.com

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the day and year first above written.

SUBRECIPIENT:

CITY:

Osceola Council on Aging, Inc., a
Florida non-for-profit corporation

City of Kissimmee, a Florida municipal
corporation

By: _____

Wendy Ford
As President/CEO

By: _____

Mayor Olga Gonzalez,
As Mayor

Date: _____

12/8/22

ATTEST:

Linda Hansell, City Clerk

Date: _____

EXHIBIT "A"
STANDARDS OF ELIGIBILITY

**PERSONS ELIGIBLE AND QUALIFIED TO RECEIVE SAID SERVICES IN OSCEOLA
COUNTY, FL AS ESTABLISHED BY THE U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT (HUD) 2022**

	<u>1</u> Person	<u>2</u> Person	<u>3</u> Person	<u>4</u> Person	<u>5</u> Person	<u>6</u> Person	<u>7</u> Person	<u>8</u> Person
EXTREMELY LOW INCOME (<30% median	17,400	19,900	23,030	27,750	32,470	37,190	41,910	46,630
LOW INCOME (<50% median	29,050	33,200	37,350	41,450	44,800	48,100	51,400	54,750
MODERATE INCOME (<80% median	46,450	53,050	59,700	66,300	71,650	76,950	82,250	87,550

EXHIBIT "B"
REQUIRED SUBRECIPIENT INFORMATION

1. Subrecipient name (which must match registered name in DUNS): Osceola Council on Aging, Inc.
2. Subrecipient's DUNS number (see §200.32 Data Universal Numbering System (DUNS) number): 163-15-3661
3. Federal Award Identification Number (FAIN): B-22-MC-12-0051
4. Federal Award Date (see §200.39 Federal award date): 11/10/2022
5. Subaward Period of Performance Start Date and End Date: 10/1/2022 to 9/30/2023
6. Amount of Federal Funds Obligated by this activity: \$30,000.00
7. Total Amount of Federal Funds obligated to Subrecipient: \$30,000.00
8. Total Amount of the Federal Award: \$732,540
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): To rehabilitate owner occupied housing for low income individuals with mobility issues.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding Official: City of Kissimmee, Frances De Jesus, (407) 518-2156, frances.dejesus@kissimmee.gov.
11. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award the CFDA number at the time of disbursement: 14.418, Community Development Block Grants/Entitlement Grants
12. Identification of whether the award is R&D: N/A
13. Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A costs)): N/A

EXHIBIT "C"
DESCRIPTION OF WORK

Description of Work:

Osceola Council on Aging, Inc. shall implement the program as described in the City of Kissimmee CDBG Application dated August 11, 2022.

The program provides modifications to improve the safety, accessibility and comfort of homes. An important aspect of the Program is improving the overall health and safety of low income individuals with mobility issues, helping them remain within their homes. A large part of the program addresses mobility issues, installing items such as grab bars, handrails and handicapped accessible ramps. The purpose of this program, through our CHORE division, would be to purchase materials, permitting, and cover labor cost for the assembly and installation.

The assistance to the income eligible homeowners will be in the form of a grant.

The Osceola Council on Aging will be responsible for the following:

- 1) Select the homes that will participate in the program
- 2) Income qualify the households
- 3) Determine the scope of work to be done for each home
- 4) Set a budget for each home
- 5) Enter into an agreement with each household
- 6) Perform the work stated in the agreement
- 7) Submit on time payment requests to the City of Kissimmee
- 8) Handle any workmanship issues that may arise after the completion of the work

The City of Kissimmee will be responsible for the following:

- 1) Before the work is started, the City will handle the lead based paint inspections and the environmental review process as required.
- 2) The City will monitor the Council's performance as necessary and in accordance with the CDBG regulations
- 3) Render direct payment to Osceola Council on Aging for the agreed upon repairs

National CDBG Objective: Benefits low and moderate income persons (less than 80% of area median income).

Eligible CDBG Activity: Rehabilitation: Single-Unit Residential

Objective: Decent housing

Outcome: Affordability

Indicator: Owner occupied units to be rehabilitated or improved

Unit of Measure: Households/Housing Units

Matrix Code: 14A – Rehabilitation: Single-Unit Residential

EXHIBIT "D"
ADDITIONAL PROJECT REQUIREMENTS

1. Osceola Council on Aging, Inc. shall administer the Project benefiting the current elderly residents of the City of Kissimmee as described in this Agreement. Council on Aging shall provide services under this Agreement for approximately 5 households.
2. Osceola Council on Aging shall at all times maintain facilities in conformance with all applicable codes, licensing and other requirements for the operation of the Project.
3. Osceola Council on Aging will accept applications and perform income and other eligibility determinations. Those served must have incomes that do not exceed moderate income limits (80% and under of the MSA) of the CDBG Program.
4. Osceola Council on Aging shall ensure that the numbers, background, and qualifications of the Osceola Council on Aging staff are appropriate for the services provided and at least meet the minimum standards established by the pertinent licensing bodies.
5. All costs eligible for CDBG reimbursement offered by Osceola Council on Aging under the public services agreement shall only include costs directly related to the provision of the education and employment services as described in this Agreement.
6. Osceola Council on Aging shall complete detailed work write-ups of the services to be performed, including estimated costs and materials to be used, if applicable. Osceola Council on Aging will monitor the work to ascertain that services are proceeding properly and satisfactorily. Osceola Council on Aging will ensure that the expenses are reasonable, and the services are completed properly. In addition, Osceola Council on Aging shall maintain case file, including applications and all documentation of eligibility, work write ups, the assistance agreement between the client and Osceola Council on Aging, documentation on all necessary licenses and permits, site visits and final reports, invoices and checks. Osceola Council on Aging shall maintain these records in accordance with the general record-keeping requirements set forth in this Agreement.

EXHIBIT "E"
BUDGET

Project Type = CDBG Public Services

Amount of Funding = \$30,000

EXPENSES (DETAIL LINE ITEM)	CDBG EXPENSES	OTHER EXPENSES	TOTAL EXPENSES
Build 5 ADA ramps, permits and supplies @%5,400 per ramp	\$27,000.00		
Administration 10%	\$3,000		
TOTAL	\$30,000.00		

TOTAL CDBG ALLOCATION	\$30,000
------------------------------	-----------------

EXHIBIT "F" **REQUEST FOR PAYMENT**

Subrecipient:	
Billing Address:	
City/State/Zip:	
Program/Project Name:	
Invoice #	Month/Year:
Preparer's Name:	Phone:

Approved CDBG Budget	\$30,000
CDBG Disbursements To Date	\$
Available CDBG Balance	\$

This Request:

Budget Line Item:	AMOUNT BEING REQUESTED FOR CDBG REIMBURSEMENT:
Total Request:	

Description of reimbursement activity(ies) including time period activities were executed.

By signing this report, I certify to the best of my knowledge and belief that the request for payment is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Print – Name of Executive Director or Board President

Date

Signature - Executive Director or Board President Signature

Date

SECTION BELOW TO BE COMPLETED BY CITY OF KISSIMMEE

I certify that all grant requirements for this payment have been met and request reimbursement.

Housing and Community Development Manager Signature

Date

APPROVAL INFORMATION

EXHIBIT "G" **Beneficiary Data Form**

CDBG Beneficiary Name : _____

Household Composition:

Starting with the Head of the Household, list all members of the household. Use the correct legal name for each member as it appears on his/her Social Security Card or INS documents. Please include all aliases and any maiden names currently used or previously used.

Name <i>Last, First</i>	Relationship to Head of Household	Date of Birth	Gender	Race	Ethnicity	Disability? (Yes/No)	Last 4 Digits of Social Sec Number
	Head of Household		☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	
			☐ Male ☐ Female		☐ Hispanic ☐ Non- Hispanic	☐ Yes ☐ No	

Address: _____
(Street Address and Apartment)

_____ (City) _____ (State) _____ (Zip)

Phone Number: _____

E-Mail Address: _____

EXHIBIT "H"
Reporting Schedule

A. Subrecipient shall submit all reports to the City's Housing and Community Development Division as described in this Agreement.

B. Subrecipient shall maintain data demonstrating client eligibility for services provided. Such data shall include client name, address, number of persons in the household and household income, and such other information requested by the City's Housing and Community Development Division. Such information shall be made available to City and/or HUD monitors or their designees for review upon request. Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient responsibilities under this Agreement is prohibited by the U.S. Privacy Act of 1974 unless written consent is obtained from such person receiving services, and in the case of a minor, that of a responsible parent/guardian.

C. Upon ten (10) days notice by the City's Housing and Community Development Division, Subrecipient shall provide the information requested by the City for submission of performance or other reports to HUD.

D. Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, Subrecipient shall inform the City's Housing and Community Development Division as soon as the following types of conditions become known:

1. Problems, delays or adverse conditions, which may materially affect the ability to meet program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established term periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any assistance needed to resolve the situation.
2. Favorable development or events, which will enable meeting time schedules and goals sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Method of Payment:

Payments shall be made on the basis of completed services and submission of documentation as outlined in this Agreement between the City and Subrecipient. Subrecipient shall submit monthly Requests for Payment to the City's Housing and Community Development Division in accordance with the following:

1. The City's Housing and Community Development Division shall authorize the reimbursement of Subrecipient for actual expenditures outlined in the Budget as expressed in **Exhibit "E"** of this Agreement, except that the Development Services Director, or her designee, may approve a variance with regard to variable costs.

2. Expenses incurred by Subrecipient will not be authorized for payment by the City's Housing and Community Development Division if such expenses cannot be documented by paid receipts, invoices or other appropriate documentation and information. Furthermore, all Requests for Payment submitted by Subrecipient to the City's Housing and Community Development Division shall not be reimbursable by the City if such expenditures were not expended directly for the provision of services and activity delivery costs to benefit low- and moderate- income persons in accordance with this Agreement.
3. Provided that the Requests for Payment are complete and undisputed, the City's Housing and Community Development Division shall authorize reimbursement of approved expenditure requests within thirty (30) days of receipt of such requests.
4. As applicable, the monthly Requests for Payment shall include:
 - a. Name and address of each client receiving services.
 - b. CDBG costs to be reimbursed, shown as labor, materials, other costs, including copies of invoices, and checks in payment.
 - c. Brief description of services or activities undertaken during the month for which reimbursements are being requested.
 - d. Total cost of services.
 - e. If requesting reimbursement for salaries, timesheets showing tenths of hours where work has been done by Subrecipient and staff detailing daily total hours worked.
 - f. If applicable, if outside contractors have done the work, submit the contractor's paid invoices for reimbursement. These should include an itemization of the work done, the total cost for labor and materials, the number of hours on the job, and the rate per hour agreed to on the project.

EXHIBIT “I”**Community Development Block Grant Status Report**

Agency Name: _____

Report Period: _____

Accomplishment Narrative (max 2-3 sentences)**Accomplishments**

Activity Type	Outcomes (e.g. Individuals who obtained employment, not served)
1 – People (General)	

Direct Benefit Data by Households**Race/Ethnicity**

Race (Select from Dropdown Options)	Total	Of the total served, how many are Hispanic/Latino:
Select Option		
Select Option		
Select Option		
Select Option		
Select Option		
Totals Served		

Income Levels

	Total
Extremely Low	
Low	
Moderate	
Non-Low/Moderate	
Totals (total must match the total # of persons above) Served	

Of the Total Persons, Number of:

	Number of Persons
With New or Continuing Access to a Service or Benefit	
With Improved Access to a Service or Benefit	
Receive a Service or Benefit that is No Longer Substandard	
Total (total must match the total # of persons above) Served	

Program Income

Sub-recipient shall report Program Income. Program Income is gross income received by sub-recipient directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

☐ We did not have any Program Income for this report period☐ We have attached our program income table which list the Names of Source, and Amount of Program Income Received

COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC SERVICES REPORT

Participants

All participants are required to be City of Kissimmee residents.

☐ We have elected to attach our program participants listing which includes all the same data as the table below

	Identifier	Address	Zip	Age	Race	Ethnicity: Hispanic (H) / Non- Hispanic (NH)	Gender (M/F)	Income Level (EL, VL, L)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

This report has been submitted by:

Print Name/Title): _____

Signature: _____

Date: _____

EXHIBIT "J"
CDBG PROGRAM REQUIREMENTS

Subrecipient, in addition to the terms set forth in the Agreement, shall operate the Project funded through the City's Community Development Block Grant Program according to the following guidelines:

1. Any equipment, furnishings and any other usable item purchased with the City's CDBG Program contribution to Subrecipient for use in the Project shall be kept on an inventory and shall be made available to the City's Housing and Community Development Division for disposition upon termination of the City's CDBG assistance to Subrecipient.

2. Subrecipient hereby agrees to maintain accounting systems with internal controls to safeguard the U.S. Department of Housing and Urban Development (HUD) – Community Development Block Grant (CDBG) funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with generally accepted accounting principles (GAAP) in accordance with 2 CFR part 200.

3. Subrecipient's accounting records must adequately identify the receipt and expenditure of all CDBG funds for each budget line item. There must be a separate accounting for each budgetary allocation as approved by the City's Housing and Community Development Division. Cash receipts and expenditures from other sources must be accounted for separately from CDBG funds; therefore, if Subrecipient maintains a common account for both CDBG and other funds, the accounting system must provide for the clear and easy identification of CDBG funds.

4. Accounting and related records of Subrecipient shall comprise the following as a minimum:

- a. Voucher system – All supporting documentation, such as purchase orders, invoices, receiving reports, requisitions.
- b. Books of Original Entry – Cash receipts and disbursements journal, general ledger.
Chart of Accounts – Listing of accounts must be maintained in the accounting system.
- c. Personnel Records – A separate personnel file shall be maintained for each CDBG project employee paid with CDBG funds. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- d. Attendance Records – Attendance records (individual time sheets) shall be maintained for all personnel paid with CDBG funds that are involved in operating the Project. This applies to part-time as well as full-time personnel. In addition to the accounting for daily attendance, the type of

leave taken (annual, sick or other), shall be disclosed. Daily attendance records must support budgetary charges for payroll purposes.

- e. Payroll Records – Formal payroll records supporting cash disbursements to employees shall be maintained. All time sheets or personnel activity reports must be signed by the employee and the employee's supervisor. Such records shall disclose each employee's name, job, title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely payments must be made of FICA taxes, including the required employer matching costs, and of income tax withheld from employees. All charges for payroll purposes shall be in accordance with the Budget submitted to the City's Housing and Community Development Office. In addition, salaries and wages of employees chargeable with more than one (1) grant program and/or other funding sources will be supported by appropriate time distribution records. Actual time distribution records shall be available for review by the Housing and Community Development Department at monitoring visits.
 - f. Checking Accounts – A monthly bank reconciliation shall be conducted by Subrecipient. All checks, stubs, etc. shall be pre-numbered and accounted for, including all voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.
 - g. Purchasing Practices – Purchasing practices shall be at the very least in accordance with 2 CFR part 200. Subrecipient must provide documentation indicating how all vendors, contractors, minority and/or women owned businesses are given an opportunity to participate.
 - h. Inventories – Subrecipient, as are all CDBG program sub-grantees, is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.
 - i. Property Records – Subrecipient is required to maintain formal subsidiary records to control all CDBG program project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted and the books should reflect the actual value of property on hand at the end of the year.
5. Subrecipient should maintain records in an orderly manner, with separate identification for different Federal fiscal periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the City's Housing and Community Development Office staff, the Inspector General, and HUD officials and others who may be authorized to examine such records. Failure to do so may constitute a default of this agreement resulting in suspension of reimbursement until said documentation is submitted.

EXHIBIT "K"
**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR SUBRECIPIENTS AND
THEIR CONTRACTORS AND SUBCONTRACTORS
STANDARD SOLICITATION FOR BID AND CONTRACT LANGUAGE**

A. Equal Opportunity Clause:

Subrecipient agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulation of the Secretary of Labor 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:

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 on or behalf of the contractor, state that all qualified applicants will receive consideration 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 the contractor 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 its 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 discrimination 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 rules, regulations, or orders 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 504 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.
8. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.
9. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
10. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency of the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the appliance agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

EXHIBIT "L"

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by the City of Kissimmee and the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the City and/or the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. Subrecipient will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

1. Subrecipient certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. Subrecipient's policy of maintaining a drug-free workplace;
 3. any available drug counseling, rehabilitation, and employee assistance programs; and
 4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of this grant be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - E. Notify the City's Housing and Community Development Division and/or the U.S. Department of Housing and Urban Development in writing within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or

other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
 - G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).
2. Subrecipient shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, zip code and total estimated number of employees). Subrecipient further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the City's Housing and Community Development Division and/or the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

**PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Name of Subrecipient: Osceola Council on Aging, Inc.

Program Name: CHORE Program

Grant : Community Development Block Grant

Date: October 1, 2022 through September 30, 2023

The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under this Agreement:

Place of Performance (include street address, city, county, state, zip code for each site:

- TBD after the execution of the agreement

Check _____ if there are work places on file that are not identified here. Please identify below:

ATTEST:

**Osceola Council on Aging, Inc.
(Corporate Seal)**

By: 

Print: Wendy Ford

Date: 12/8/22

EXHIBIT "M"
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant, and contracts under grants, and cooperative agreements) and that Subrecipient shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ATTEST:

(CORPORATE SEAL)

12/8/22
Date

Osceola Council on Aging, Inc.
(Corporate Seal)

By: 
Wendy Ford / CEO
Print Name & Title

EXHIBIT "N"
Federal Funding Accountability and Transparency Act (FFATA) AFFIDAVIT

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the City to provide the following information about each Federal award:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type,
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity

In the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

I, Wendy Ford (print name), hereby swear or affirm that: I read and understand the information provided above.

I have personal knowledge of the facts I am attesting to in this affidavit.

(please check one of the following)

I attest that Osceola Council on Aging (agency name) **does not** meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

I attest that _____ (agency name) **does** meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

*If agency meets the above threshold, the agency MUST attach a spreadsheet with the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

I understand that the submission of a false affidavit is punishable as a second-degree misdemeanor under Florida law.

[Signature]
Signature of President/Executive Director/Board Chair

Wendy Ford / CEO
Printed Name of President/Executive Director/Board Chair

STATE OF FLORIDA
COUNTY OF
OSCEOLA

The foregoing instrument was acknowledged before me this 8TH day of DECEMBER, 2022, by means of ☒ physical presence or ☐ online notarization, by WENDY FORD as PRESIDENT & CEO for the Osceola Council on Aging, Inc., a Florida not for profit corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: Chuck Berkau
Print Name: CHARLES BERKAU
My Commission Expires: MARCH 10, 2026



Charles Berkau
Comm.: HH 238758
Expires: March 10, 2026
Notary Public - State of Florida

ITEM 7.G**JDC Shop Parcel - Final Plat (DRC# SR-22-0003)****Request**

Approval of the final plat known as JDC Shop Parcel.

Explanation

The owner of the property, City of Kissimmee, is requesting final plat approval without a guarantee. The property is located west of Hangar Road and east of South Hoagland Boulevard and is combining multiple underlying lots into a single lot for development purposes.

Recommendation

Staff recommends approval of the final plat for the JDC Shop Parcel.

REQUESTED CITY COMMISSION ACTION:

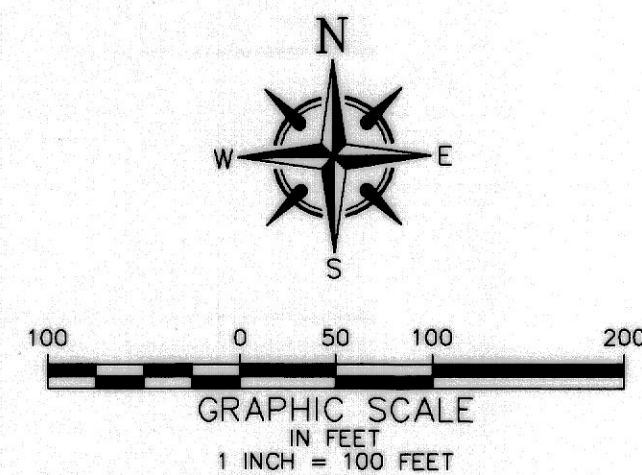
Approve

Department: Public Works & Engineering

Presenter: Ryan Kilman

Attachment(s):

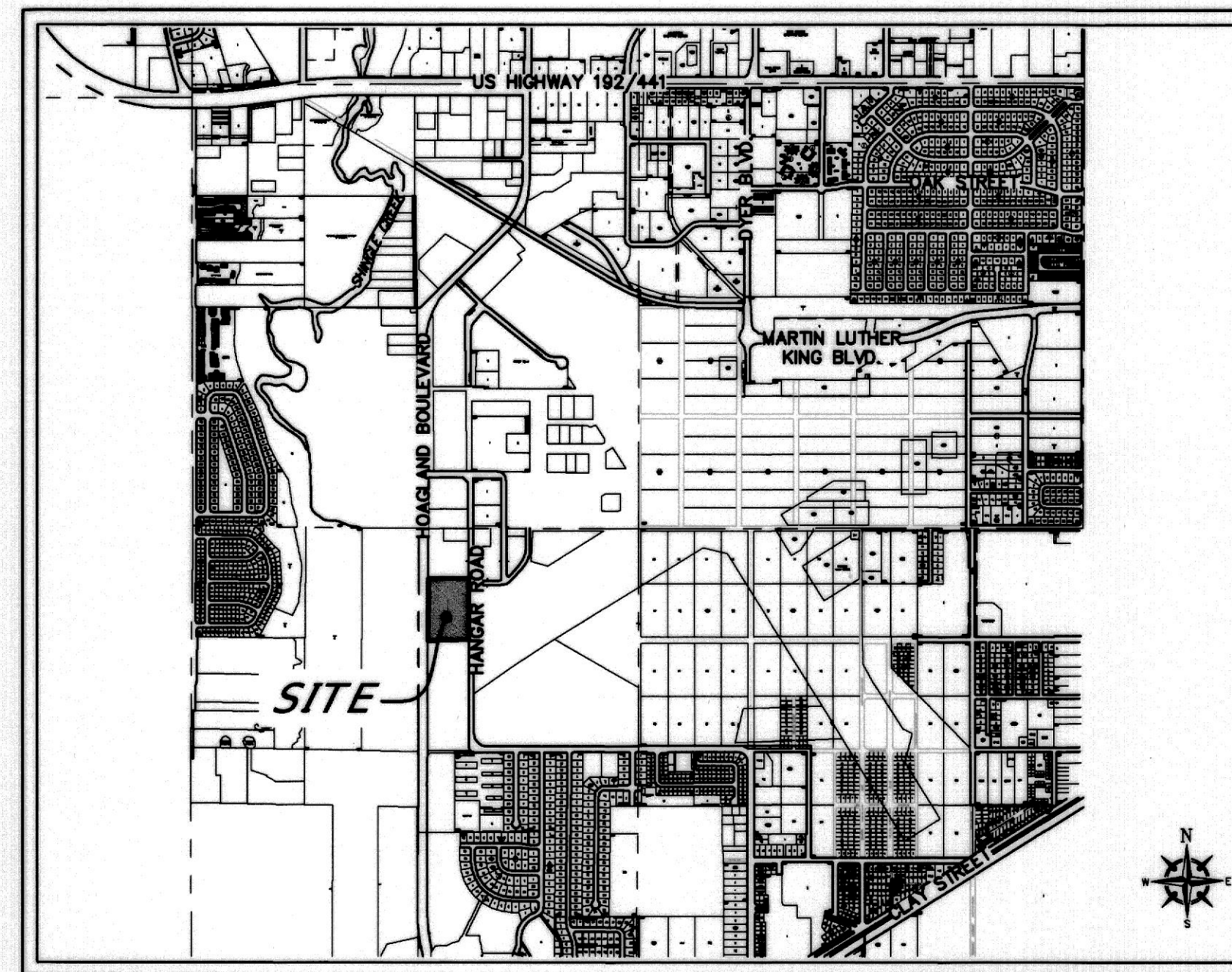
1. (S) SR-22-0003 - JDC Shop Parcel - Plat
2. SR-22-0003 -JDC Shop Parcel _VM



JDC SHOP PARCEL

A REPLAT OF LOTS 18, 19 AND 20 AND A PORTION OF LOT 17, BLOCK 4
AND LOTS 2, 3 AND 4 AND A PORTION OF LOT 1, BLOCK 5
AND A PORTION OF PINE STREET
BRIDGEWOOD PARK
PLAT BOOK 1, PAGE 180
SECTION 30, TOWNSHIP 25 SOUTH, RANGE 29 EAST
OSCEOLA COUNTY, FLORIDA
CITY OF KISSIMMEE

SHEET 1 OF 1



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

A parcel of land being a portion of BRIDGEWOOD PARK, according to the plat thereof, as recorded in Plat Book 1, Page 180 of the Public Records of Osceola County, Florida and a portion of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 30, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Commence at the North 1/4 corner of Section 30, Township 25 South, Range 29 East, Osceola County, Florida; thence run N89°53'48"E along the North line of the Northeast corner of said Section 30, a distance of 110.00 feet to a point on the East Right of Way line of N. Hoagland Boulevard; thence along said East Right of Way line the following two (2) courses and distances; thence run S00°37'30"E, a distance of 126.86 feet; thence run S00°13'17"E, a distance of 494.48 feet to the Point of Beginning; thence continue S00°13'17"W along said East Right of Way line, a distance of 737.74 feet; thence departing said East Right of Way line, run N89°07'48"E, a distance of 485.37 feet to a point on the West Right of Way line of Hangar Road; thence run N00°13'47"W along said West Right of Way line, a distance of 729.57 feet to a point; thence departing said West Right of Way line, run N89°54'13"W, a distance of 479.54 feet to the Point of Beginning.

NOTES:

- BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83, 2007 ADJUSTMENT) WITH THE EAST RIGHT OF WAY LINE OF HOAGLAND BOULEVARD BEING S00°13'17"W.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION, PER F.S. 177.091(28).
- THE DRAINAGE EASEMENTS CREATED BY THIS PLAT SHALL REMAIN PERPETUALLY UNOBSTRUCTED.
- THIS PLAT IS SUBJECT TO THE FOLLOWING: Provisions, Exceptions, Reservations, Covenants, Conditions and/or Restrictions as set forth in Quit-Claim Deed and Surrender of Lease recorded December 8, 1947, in Deed Book 124, Page 382 and Supplemental Quit-Claim Deed recorded June 17, 1948, in DEED Book 126, Page 286; Reimposition of certain Provisions and Restrictions reimposed in Warranty Deed recorded August 25, 1964, in Official Records Book 122, Page 120 as affected by Deed of Release of recorded August 24, 1964, in Official Records Book 122, Page 89 and Corrective Deed of Release recorded April 23, 1965, in Official Records Book 131, Page 407.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°46'43"E	10.00'
L2	N00°13'17"E	29.18'
L3	S89°46'43"E	6.00'
L4	N00°13'17"E	38.99'
L5	N89°46'43"W	45.56'
L6	N00°13'17"E	20.00'
L7	N89°46'43"W	36.66'
L8	S42°15'03"W	29.12'
L9	S00°05'47"W	21.46'
L10	N00°05'47"E	13.43'
L11	N88°56'03"W	72.64'
L12	S80°38'32"W	89.25'

LEGEND

CCR CERTIFIED CORNER RECORD
ESMT EASEMENT
FOOT FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK
PG. PAGE
PRM PERMANENT REFERENCE MONUMENT
PSM PROFESSIONAL SURVEYOR AND MAPPER
R/W RIGHT OF WAY

○ DENOTES FOUND 1/2" IRON ROD & CAP "PRM LB 966"

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

PLAT BOOK PAGE

DEDICATION JDC SHOP PARCEL

KNOW ALL MEN BY THESE PRESENTS, That the entity named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes there in expressed.

IN WITNESS WHEREOF, has caused these presents to be signed and sealed by the person(s) named below on _____ 2022.

CITY OF KISSIMMEE
a political subdivision

By: _____
Print Name: Mike Steigerwald Title: City Manager

Attest: _____
Print Name: _____ Title: _____

Signed and sealed in the presence of:

Witness: _____
Print Name: _____ Title: _____

STATE OF FLORIDA COUNTY OF OSCEOLA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2022, BY MIKE STEIGERWALD, AS CITY MANAGER, SUCH PERSON [] IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC

My Commission expires: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on 05/06/2021 he completed the survey of the lands as shown in the fore-going plat or plan; and said survey was made under his responsible direction and supervision and the survey data complies with all of the requirements of Chapter 177, Florida Statutes; that said plat is a true and correct representation of the lands herein described and platted or subdivided; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and by The Land Development Code of the City of Kissimmee, Florida; and that said land is located in Section 30, Township 25 South, Range 29 East Osceola County, Florida.

Dated: 5/6/22 Registration No. 27666
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. LB-966
JOHNSTON'S SURVEYING INC. 900 Cross Prairie Parkway Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

CERTIFICATE OF APPROVAL BY THE CITY SURVEYOR

THIS IS TO CERTIFY, That on _____ the Florida Professional Surveyor and Mapper representing the City of Kissimmee reviewed this plat. This plat conforms to Florida Statutes, Chapter 177.

Dated: _____ Registration No. _____, P.S.M.

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on _____ the _____ approved the foregoing plat.
ATTEST: _____ MAYOR
CITY CLERK

CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on _____ at _____
Clerk of the Circuit Court
in and for Osceola County, Florida
BY: _____ D.C. File No. _____



ITEM 7.H

First Amendment to Economic Development Incentive Agreement - FL Coach Inc.

Request

Approval of Florida Coach Inc. Economic Development Incentive Agreement Amendment.

Explanation

In 2020, the City of Kissimmee provided Qualified Target Industry (QTI) eligible Florida Coach Inc., economic development incentives for their investment, expanding their manufacturing operation. The company expansion includes the anticipated hiring of 10 new employees with a company average wage exceeding \$60,000 (165% above the 2020 Osceola County average wage). QTI contracts give companies 3 years to fulfill their investment and job creation obligations, or else forfeit their respective incentives. The company manufactures and operates tour buses for the entertainment industry.

Unfortunately, shortly after the QTI contract was executed, the worldwide COVID-19 pandemic peaked, halting operations within the entertainment industry, which Florida Coach is exclusively reliant on. To that end, Florida Coach Inc., has been unable to meet their QTI obligations. As the causes were of no fault of the company, the City's Economic Development Division proposes Commission consideration to extend the QTI contract timeframe, to allow the company to move forward with their investment and still be eligible for the original economic development incentives.

This extension of time does not create any further financial obligations to the City. The QTI package value remains the same, with funds available in the previously created Purchase Order #21-00523 in the amount of \$259,000. Funding is payable to the recipient only after each obligation in the agreement has been fulfilled.

Recommendation

Staff recommends approval of the amendment.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. (S) Florida Coach QTI Contract First Amendment Oct -2022

CITY OF KISSIMMEE
FIRST AMENDMENT TO ECONOMIC DEVELOPMENT INCENTIVE
AGREEMENT

THIS FIRST AMENDMENT is made to the Agreement dated October 17, 2019, and entered into this ____ day of _____, 2022 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter referred to as the “**CITY**” and, **FLORIDA COACH INC.**, hereinafter referred to as “**COMPANY**”

WHEREAS, Company operates a manufacturing business, and is committed to expanding their business in the City of Kissimmee, and is the type of business City desires to increase employment opportunity for the citizens of the City; and

WHEREAS, City designated an economic development incentive program to accomplish its goals to increase employment opportunities and increase wages and salaries; and

WHEREAS, City awarded Company economic incentives memorialized in the original Agreement on October 20, 2019, attached hereto as Exhibit A and made a binding part hereof, indicating the incentives Company would like to receive; and

WHEREAS, due to the effects of the pandemic and Covid-19, and the downturn in the economy the Company will not be able to fulfill the deadlines for the obligations of the original Agreement by October 20, 2023, as contemplated; and

WHEREAS, the Parties desire to enter into this Amended Agreement to provide Company with more time to fulfil accomplish the grant obligations and to memorialize the terms and conditions under which Company shall receive Economic Development Incentives funding from City.

NOW THEREFORE, in consideration of mutual covenants, conditions, and promises contained herein, the Parties agree as follows:

1. **Recitals Incorporated.** The forgoing recitals are incorporated in and made a part of this Amendment to the same extent as if herein set forth in full. For purposes of changes to the text of the Agreement as set forth below, underlined words indicate additions to existing

text, and ~~stricken~~ words include deletions from existing text. true and correct and hereby incorporated into this Agreement.

2. **No Further Modifications.** Except to the extent expressly modified or amended by this Amendment, the Agreement shall remain unmodified and in full force and effect and is hereby ratified and affirmed. To the extent of any inconsistency between the Amendment and the Agreement, the terms and conditions of this Agreement shall control.

3. **Section titled “Term.”** is amended as follows:

This Agreement shall commence on the above stated effective date and shall continue until Company fulfills grant obligations, not to exceed three (3) calendar years from the date of execution of this First Amendment, unless earlier terminated as provided in ~~this~~ the Agreement.

4. Section titled **“Grant Conditions and Company Obligations”** is amended as follows: Failure of Company to meet the following conditions to the satisfaction of City shall be considered a default of this Agreement, and Company may be required to reimburse City for any and all funds dispersed and/or fees waived.

Company shall:

- a. Provide certified payroll spreadsheets annually evidencing the number of employees working for company and their respective salaries, so City may calculate and confirm Company’s average wage thresholds exceed the required minimum amount of ~~\$45,518.00~~ \$46,113. This is the required rate for ~~2020~~ 2022.
- b. Meet and perform obligations outlined in the economic incentive program, City Policy 601 and applicable Annexes.
- c. Create and maintain a minimum of ten (10) additional jobs, as part of Company’s expansion, with the projected number being 25 additional jobs over three (3) years, with a company average wage of \$65,000.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

CITY OF KISSIMMEE

Olga Gonzalez, Mayor - Commissioner

ATTEST:

Linda Hansell, City Clerk

Signature

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

City Attorney

ITEM 7.I

2022 Affordable Housing Advisory Committee (AHAC) Incentives Strategies Report - Review of Affordable Housing Incentive Strategies and Recommendations

Request

Accept the 2022 AHAC Incentive Strategies Report

Explanation

Pursuant to Chapter 420.9076 F.S. and Rule 67-37.010, all communities that participate in the State Housing Initiatives Partnership (SHIP) program are required to review the established policies and procedures, ordinances, land development regulations, and local government comprehensive plans and recommend initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. This review is carried out by the Affordable Housing Advisory Committee (AHAC). The Committee meets throughout the year and, at the end, completes an AHAC Incentive Strategies Report. This report is the culmination of a year's worth of review, consideration, evaluation, and recommendations. The next step after acceptance of the report by the City Commission is for staff and the AHAC to continue developing the recommendations contained in this report and develop policies/programs, if necessary. These policies/programs will be adopted and/or implemented internally by staff accordingly, depending on further direction by the City Commission.

Below are the recommendations made by the Committee during the calendar year 2022:

Fee Waivers for Affordable Housing:

#1: 20% of the units in a project need to meet the income eligibility in order to be eligible for the mobility and park impact fees reimbursement benefits.

#2: The maximum amount of subsidy per affordable unit will be as follows: (1) 100% reimbursement for projects targeted to households making up to 80% of the AMI. (2) 75% reimbursement for "for sale" projects targeted to households making up to 80% of the AMI. This amount is to be capped at 20% of the funding available each year.

Surplus Land Inventory:

#1: Include the following lots in the list of City Owned Lots for Affordable Housing:

- 1) Ernest Street (Subdivision: Rosewood); Parcel 28-25-29-2042-001-00E0
- 2) 1007 Palmway Street (Subdivision: Poinsettia Park); Parcel 22-25-29-1990-0019-0110
- 3) Poinciana Circle (Subdivision: Delwood Park); Parcel 15-25-29-1290-000A-0190
- 4) 504 Canterbury Lane (Subdivision: Canterbury Terrace); Parcel 28-25-29-1170-000A0180
- 5) 219 N Randolph Avenue (Subdivision: Mathews ADD); Parcel 21-25-29-1690-000T-0029

#2: Develop City Owned Lots for Affordable Housing Policy/Program.

Hotel Conversion to Apartments:

#1: Prioritize community organizations that have a proven track record in offering supportive services to the lower income residents in our community when providing funding for conversion of hotels/motels to affordable housing - this should be included in recommendations when a policy/program is developed.

As required by the statute, the AHAC held a public hearing on Thursday, December 1, 2022 to approve the recommendations by affirmative vote of a majority of the members.

Recommendation

Accept the 2022 AHAC Incentive Strategies Report.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Development Services

Presenter: Frances DeJesus

Attachment(s):

1. AHAC Report 2022



**2022 AFFORDABLE HOUSING
ADVISORY COMMITTEE
INCENTIVE STRATEGIES
RECOMMENDATIONS REPORT**

**AFFORDABLE HOUSING ADVISORY COMMITTEE REPORT TO
CITY OF KISSIMMEE CITY COMMISSION
STATE HOUSING INITIATIVES PARTNERSHIP
AFFORDABLE HOUSING INCENTIVE STRATEGIES**

December 20, 2022

BACKGROUND

As a recipient of State Housing Initiative Partnership (SHIP) funds, City of Kissimmee established an Affordable Housing Advisory Committee (AHAC) on December 1, 2020, as required by Florida Statutes, Sec. 420.9076. The AHAC is responsible for reviewing and evaluating local plans, policies, procedures, land development regulations, the Comprehensive Plan, and other aspects of the City of Kissimmee housing activities that impact the production of affordable housing. Further, the AHAC is specifically directed by the SHIP Statute to consider and evaluate the implementation of the incentives set out in Florida Statutes, Sec. 420.9076 (4)(a)-(k). Based on the AHAC evaluation, it may recommend to local government that it make modifications of, exceptions to, or creation of new plans, policies, procedures, and other governing vehicles which would encourage production of affordable housing.

As approved by the City of Kissimmee City Commission (City Commission), the recommendations are used to amend the Local Housing Assistance Plan, Land Development Code, and the local Comprehensive Plan.

COMMITTEE COMPOSITION

The City of Kissimmee City Commission appointed or re-appointed members to the Committee on December 1, 2020. Florida Statutes, Sec. 420.9076(2), lists the categories from which committee members must be selected. Each AHAC must have a locally elected official from the county or municipality participating in the SHIP program. The locally elected official must be a City or County Commissioner. The elected official counts as a member of the AHAC for purposes of meeting the number of member's requirements. There must be at least eight committee members with representation from at least six of the following categories:

- (a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
- (b) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- (c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- (d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- (e) A citizen who is actively engaged as a for-profit provider of affordable housing.
- (f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
- (g) A citizen who is actively engaged as a real estate professional in connection with affordable housing.
- (h) A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or

municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.

(i) A citizen who resides within the jurisdiction of the local governing body making the appointments.

(j) A citizen who represents employers within the jurisdiction.

(k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

The appointed AHAC Committee members are included here, along with their category affiliation:

Name	Category Represented
1 Robert A. Bussiere (Chair)	Planning Agency Member
2 Lucie Ghioto (Vice-Chair)	Residential Home Building Industry
3 Olga Gonzalez	Elected Official
4 Nilisa I Council	Citizen
5 Will Cooper	Advocate for Low Income
6 Scott Culp	For-Profit Provider of Affordable Housing
7 Wendy Ford	Non Profit Affordable Housing Provider
8 Linda Goodwin	Real Estate Professional
9 Jackie Espinosa	Banking/Mtg. Affordable Housing
10 Sue Ring	Representative of Employers

RECOMMENDATIONS

The AHAC throughout the year has reviewed segments of local government plans, policies, and procedures; ordinances; regulations; statutes; and the comprehensive plan, among other documents applicable to affordable housing, for evaluation of their impacts on affordable housing. Further, the AHAC has specifically considered and evaluated the strategies set out in Florida Statutes, Sec. 420.9076 (4)(a)-(k).

As provided in SHIP Statute in Florida Statutes, Sec. 420.9076 (4), these are the incentives that were reviewed, considered, and evaluated throughout the year:

- (a) The processing of approvals of development orders or permit, as defined in Florida Statutes, Sec. 163.3164(7), (8), for affordable housing projects is expedited to a greater degree than other projects.
- (b) The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
- (c) The allowance of flexibility in densities for affordable housing.
- (d) The reservation of infrastructure capacity for housing for very low-income persons, low-income persons, and moderate-income persons.
- (e) The allowance of affordable accessory residential units in residential zoning districts.
- (f) The reduction of parking and setback requirements for affordable housing.

- (g) The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
- (h) The modification of street requirements for affordable housing.
- (i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- (j) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
- (k) The support of development near transportation hubs and major employment centers and mixed-use developments.

Based on the review and evaluation during the calendar year 2022, the AHAC makes the following recommendations:

I. New recommendations:

These recommendations are being made for the first time as the result of the AHAC review of the existing incentives and prior year's recommendations.

Modification of Impact Fees

Meeting Synopsis:

The AHAC met and discussed this incentive on February 17, 2022 to discuss fee waivers for affordable housing and proposed changes and solutions. Currently, the City of Kissimmee does not have an impact fee reduction or reimbursement policy or program.

Existing Strategy:

In lieu of an impact fee reduction or reimbursement, the City of Kissimmee has included in its Local Housing Assistance Plan a strategy that gives developers a financial incentive in the amount of \$20,000 as a contribution to affordable housing projects if they are participating in the Florida Housing Finance Corporation's funding process. In years when SHIP funding was not available, the City Commission has waived building permit fees in the amount of \$20,000 as a local government contribution for the construction of affordable housing. However, this is not a standing policy. In 2021, the AHAC recommended staff to develop a policy to offer reimbursement of mobility fees and park and recreation impact fees for affordable housing developments based on a sliding scale related to the level of affordability and subject to availability of funding.

AHAC Recommendation:

Upon further review of the current incentive on February 17, 2022, AHAC made the following recommendations:

Recommendation #1: In order to be eligible for the mobility and park impact fees reimbursement benefits, 20% of the units in the project need to meet the income eligibility.

Recommendation #2: The maximum amount of subsidy per affordable unit will be as follows:

- 1) 100% reimbursement for projects targeted to households making up to 80% of the AMI.
- 2) 75% reimbursement for "for sale" projects targeted to households making up to 80% of the AMI. This amount is to be capped at 20% of the funding available each year.

Recommendation #3: Be open to consider an alternative funding mechanism that offers the developer an option to receive the City's contribution as an annual disbursement to cover operating expenses over a set period (i.e. 10 years) instead of a one time grant/loan disbursed upfront.

Next Steps:

In addition to including these recommendations in the 2022 AHAC Report, staff is incorporating them with minor revisions in the draft of the City of Kissimmee Affordable Housing Impact Fee Grant Policy/Program. The draft policy/program will be presented to AHAC and to the City Commission in 2023.

Public Land Inventory

Meeting Synopsis:

The AHAC met and discussed this incentive on April 21, 2022 and continued its review and made its recommendation on August 18, 2022.

Existing Strategy:

The current list, which was reviewed and adopted in 2019, includes all of the parcels of land owned by the City, not just those that are appropriate for the development of affordable housing. AHAC asked staff to prepare the inventory list of surplus land including only those parcels that are appropriate for affordable housing and to draft guidelines for a City of Kissimmee Surplus Land for Affordable Housing Program.

AHAC Recommendation:

The AHAC recommended to include the following lots on the List of City Owned Land for Affordable Housing:

- 1) Ernest Street (Subdivision: Rosewood); Parcel 28-25-29-2042-001-00E0
- 2) 1007 Palmway Street (Subdivision: Poinsettia Park); Parcel 22-25-29-1990-0019-0110
- 3) Poinciana Circle (Subdivision: Delwood Park); Parcel 15-25-29-1290-000A-0190
- 4) 504 Canterbury Lane (Subdivision: Canterbury Terrace); Parcel 28-25-29-1170-000A0180
- 5) 219 N Randolph Avenue (Subdivision: Mathews ADD); Parcel 21-25-29-1690-000T-0029

In addition, AHAC recommended the adoption of the City Owned Lots for Affordable Housing Policy/Program.

Next Steps:

Staff will present the list of municipally owned property that is appropriate for use as affordable housing to the City Commission no later than December 31, 2022.

The City Owned Land for Affordable Housing Policy/Program will be adopted as an internal policy. Each request for lot disposition will be presented to the City Commission for approval.

Hotel Conversion to Apartments

Meeting Synopsis:

The AHAC met and discussed the topic of hotel conversions to apartments and how the City of Kissimmee is dealing with the different requests on May 19, 2022.

Existing Strategy:

While permitted, the City of Kissimmee does not have a policy/program to specifically address hotel conversions at this time.

AHAC Recommendation:

Consider including this recommendation if the City proceeds to develop a policy/program to address hotel conversions to apartments:

Recommendation #1: Prioritize community organizations that have a proven track record in offering supportive services to the lower income residents in our community when providing funding for conversion of hotels/motels to affordable housing.

Next Steps:

Not applicable.

II. Mandatory Incentives-Adopted

These mandatory incentives have already been adopted and are being implemented.

Expedited Permitting

Meeting Synopsis:

The AHAC met and discussed this incentive on October 20, 2022.

Existing Strategy:

A policy and a process are in place in order to process permits for affordable housing developments in an expedited manner to the greatest extent possible.

AHAC Recommendation:

No recommended changes to this incentive at this time.

Schedule for Implementation:

Not applicable.

Process of Ongoing Review

Meeting Synopsis:

The AHAC met and discussed this incentive on August 19, 2021.

Existing Strategy:

The City of Kissimmee has an established process to determine the impact of regulatory changes on affordable housing. Based on the prior year recommendation, staff from the initiating department/division shall meet with the Housing staff to discuss the impact of the policy on the cost of affordable housing. During the review of the proposed policy or regulation, the housing staff shall perform research on the impacts of that policy or regulation on housing cost and provide the results in the form of an impact analysis (Housing Impact Statement) to the AHAC at an upcoming meeting.

AHAC Recommendation:

No recommended changes to this incentive at this time.

Next Steps:

Not applicable

III. Other Incentives-Adopted

The following incentives were recommended in 2021 and adopted in 2022.

Support of Development Near Transportation Hubs

Meeting Synopsis:

The AHAC met and discussed this incentive on January 27, 2022.

Existing Strategy:

In 2021, the AHAC recommended the City to encourage housing developments that meet the definition of either affordable housing or workforce housing and are located near transportation, employment centers, and/or mixed used development through available funding sources and/or regulatory incentives. This recommendation was adopted in the Local Housing Assistance Plan by giving preference to projects located near transportation, employment centers, and/or mixed used developments during the selection process under the City's infill housing and rental strategies.

AHAC Recommendation:

No additional recommendations.

Next Steps:

Not applicable.

Definition of Affordable and Workforce Housing Developments

Meeting Synopsis:

The AHAC met and discussed this incentive on September 17, 2021.

Existing Strategy:

Based on their discussion, the AHAC recommended changes to the definition of affordable housing. Those changes were incorporated in the City's Land Development Code and adopted by the City Commission on November 15, 2022. According to the new definition, affordable housing developments must have at least twenty percent (20%) of the units set aside and meet the definition of affordable housing as defined in Chapter 420 of the Florida Statutes.

AHAC Recommendation:

No additional recommendations.

Next Steps:

Not applicable.

Flexible Densities

Meeting Synopsis:

The AHAC met and discussed this incentive on October 21, 2021.

Existing Strategy:

Based on their discussion, the AHAC recommended that in order for a project to receive an affordable housing bonus at least twenty percent (20%) of the dwelling units must be substantially subsidized by government subsidies in a manner which provides long term benefits to very low, low, and moderate income households. Those changes were incorporated in the City's Land Development Code and adopted by the City Commission on November 15, 2022. The use of this bonus requires a letter of confirmation from the City of Kissimmee Housing and Community Development Manager or designee.

AHAC Recommendation:

No additional recommendations.

Next Steps:

Not applicable.

IV. Other Incentives – No Changes Recommended

The following incentives were reviewed; however, the AHAC did not make any recommendations:

Reservation of Infrastructure Capacity

Meeting Synopsis:

The AHAC met and discussed this incentive on October 20, 2022.

Existing Strategy:

Most developers pay for the impact/mobility fees when they receive a building permit.

AHAC Recommendation:

No recommended changes to this incentive at this time.

Next Steps:

Not applicable.

Parking and Setback Requirements

Meeting Synopsis:

The AHAC met and discussed this incentive on March 17, 2022.

Existing Strategy:

The Kissimmee City Code already addresses minimum parking and setback requirements.

AHAC Recommendation:

No recommended changes to this incentive at this time.

Next Steps:

Not applicable.

Flexible Lot Configurations

Meeting Synopsis:

The AHAC met and discussed this incentive on March 17, 2022.

Existing Strategy:

The Land Development Code already includes flexible lot configurations, including zero lot line development.

AHAC Recommendation:

No recommended changes to this incentive at this time.

Next Steps:

Not applicable.

Modification of Street Requirements

Meeting Synopsis:

The AHAC met and discussed this incentive on March 17, 2022.

Existing Strategy:

The Kissimmee City Code already addresses modification of street requirements in the city code.

AHAC Recommendation:

No recommended changes to this incentive at this time.

Next Steps:

Not applicable.

IV. Other Incentives – Additional Review Needed

The following incentives were reviewed; however, the AHAC requested additional research or actions from staff before making any recommendations:

Community Land Trust

Meeting Synopsis:

The AHAC met and discussed this incentive on May 20, 2021 and June 17, 2021.

Existing Strategy:

There is not a strategy to support community land trusts at this time.

AHAC Recommendation:

The Community Land Trust model shall be evaluated as a potential program for affordable housing in the City of Kissimmee.

Next Steps:

Staff shall evaluate the concept of the community land trust and bring back findings to the AHAC in 2023.

Inclusionary Zoning

Meeting Synopsis:

The AHAC met and discussed this incentive on July 21, 2022.

Existing Strategy:

The City of Kissimmee does not have a policy/program in place at this time.

AHAC Recommendation:

It was decided that before the AHAC makes a recommendation on this incentive, additional research is needed.

Next Steps:

Staff will research and bring findings to the AHAC in 2023.

Affordable Accessory Residential Units

Meeting Synopsis:

The AHAC met and discussed this incentive on October 20, 2022 and November 17, 2022.

Existing Strategy:

Accessory dwelling units are permitted in most zoning districts provided they meet the requirements of the Land Development Code.

AHAC Recommendation:

In Calendar Year 2021, the AHAC recommended the City should not include attached Accessory Dwelling Units (ADU) in the density calculations for any of the zoning districts; however, the attached ADU should be included in the calculation for infrastructure for the purpose of calculating mobility fees, impact fees and connection fees. In addition, it was recommended the City should remove the requirement that the principal structure be owner occupied.

Next Steps:

Staff will research and bring findings to the AHAC in 2023.

CLOSING REMARKS

This report is the culmination of a year's worth of review, consideration, evaluation, and recommendations by the AHAC. The next steps will be for staff and the AHAC to continue developing the recommendations contained in this report and develop policies/programs, if necessary. These policies/programs will be adopted and/or implemented internally by staff accordingly depending on further direction by the City Commission.

MINUTES

**CITY OF KISSIMMEE
AFFORDABLE HOUSING ADVISORY COMMITTEE**

Minutes for January 27, 2022

I. Attendance

Present: Robert Bussiere (Chair) Jackie Espinosa, Wendy Ford, Will Cooper, Mayor Olga Gonzalez, Nilisa Council, Linda Goodwin, Frances De Jesus (staff), Eugenio Morales (staff), Yary Nuñez (staff)

Absent: Lucie Ghioto (Vice-Chair), Tyrone Butterfield, Scott Culp, Bradly Anderson, Sue Ring

II Meeting

Chair, Bussiere, opened up the meeting shortly after 10:30 AM. Discussion took place on member's attendance and rules to dismiss a member with a high number of absences. They asked Frances De Jesus to check with the City's legal department what it would be required to change the language in the resolution pretending the number of members' absences without justification. The change of time for the AHAC meetings from 10:30 AM - 11:30 AM to 10:30 AM – 12:00 PM was also discussed. The Committee decided to change the meeting time to 10:30 AM to 12:00 PM.

III. Presentation

Frances De Jesus made a presentation on the Local Housing Assistance Plan (LHAP) for the City of Kissimmee, which is due to the Florida Housing Finance Corporation on or before May 2, 2022. The LHAP describes how the City plans to spend its State Housing Incentives Partnerships (SHIP) program dollars. The following changes were made to the proposed activities:

- Slide # 24 (Security and/or Utility Deposit) - changes to the maximum award funding from \$2,000 to \$5,000.

IV. Vote

Chair Bussiere asked for a motion to approve the minutes for the December 8, 2021 meeting. Wendy Ford made the motion and was second by Linda Goodwin. The motion passed.

V. Final Comments

April is Fair Housing Month. Frances De Jesus, asked if the Committee would like to adopt this as an annual project. A subcommittee was created to work on this year's activities. The following members volunteered: Robert Bussiere, Wendy Ford, Linda Goodwin, and Nilisa Council.

VI. Adjournment

Chair Bussiere requested a motion to adjourn the meeting at 11:45 AM. Member Council made the motion and Member Espinosa seconded the motion. The motion passed.

The meeting was adjourned at 11:45 AM.

**CITY OF KISSIMMEE
AFFORDABLE HOUSING ADVISORY COMMITTEE**

Minutes for February 17, 2022

I. Attendance

Present: Robert Bussiere (Chair) (late), Lucie Ghioto (Vice-Chair), Scott Culp, Sue Ring, Wendy Ford, Will Cooper, Mayor Olga Gonzalez, Linda Goodwin, Jackie Espinosa (late), Frances De Jesus (staff), Eugenio Morales (staff), Yary Nuñez (staff)

Absent: Bradly Anderson, Nilisa Council

II Meeting

Lucie Ghioto (Vice-Chair), opened up the meeting shortly after 10:30 AM. Vice-Chair Ghioto asked for a motion to approve the minutes for the January 27, 2022 meeting with the condition to update the attendance portion of the minutes to reflect that Member Ring was not present at the meeting. Member Goodwin made the motion and was seconded by Member Ford. The motion passed.

III. Presentation and Discussion:

Frances De Jesus made a presentation on the fee waivers for affordable housing and proposed policy changes and solutions.

After comparing the programs from the City with the ones offered by City of Orlando* and Osceola County, the following four points were discussed by the Committee:

- 1) What percentage of the project needs to meet the income eligibility in order to be consider for reimbursements?
- 2) What income levels will be reimburse?
- 3) Are developments targeting lower income households eligible for better incentives?
- 4) Are “for sale” projects going to be eligible for reimbursements as well as “rental” projects?

After a detailed discussion by the members, Member Culp made the following motion:

- 20% of the units in the project need to meet the income eligibility in order to be eligible for the mobility and park impact fees reimbursement benefits.
- The maximum amount of subsidy per affordable unit will be as follows:
 - 100% reimbursement for projects targeted to households making up to 80% of the AMI.

- 75% reimbursement for “for sale” projects targeted to households making up to 80% of the AMI. This amount is to be cap at 20% of the funding available each year.
- Be open to consider an alternative funding mechanism that offers the developer an option to receive the City’s contribution as an annual disbursement to cover operating expenses over a set period (i.e. 10 years) instead of a one time grant/loan disbursed upfront.

The motion was second by Member Goodwin. The motion passed.

* Member Culp made a correction to Slide #7 in the presentation which states that the City of Orlando provides reimbursement of impact fees. He stated that Orlando is not currently doing this anymore.

IV. Fair Housing Campaign

Frances De Jesus provided an update on behalf of the Subcommittee. She stated that everything is moving forward and that the Osceola County Association of REALTORS © may become a sponsor of the Fair Housing Drawing Contest.

V. Final Comments

Vice-Chair Lucie Ghioto, asked for a motion to approve new language to state that member who miss three regular schedule meetings without due cause will be removed from the committee. Chair Bussiere made the motion and was seconded by Member Culp. The motion passed.

No Changes to current meeting days.

Sunshine training is scheduled for the March 17, 2022 meeting. The guest speaker and facilitator will be Assistant City Attorney Kalanit Oded.

Frances De Jesus brought up that we are in the midst of the legislative session in Tallahassee. She forewarned the members that she may reach out to them asking to contact their legislators in support of different housing bills.

VI. Adjournment

Vice-Chair Ghioto, requested a motion to adjourn the meeting at 11:45 AM. Chair Bussiere made the motion and Member Ring seconded the motion. The motion passed.

The meeting was adjourned at 11:45 AM.

CITY OF KISSIMMEE
AFFORDABLE HOUSING ADVISORY COMMITTEE

Minutes for March 17, 2022

I. Attendance

Present: Robert Bussiere (Chair), Scott Culp, Sue Ring, Will Cooper, Linda Goodwin, Wendy Ford (late), Kalanit Oded (staff), Frances De Jesus (staff), Eugenio Morales (staff), Yary Nuñez (staff)(late)

Absent: Nilisa Council, Mayor Olga Gonzalez, Jackie Espinosa; Lucie Ghioto

II. Meeting

Robert Bussiere (Chair) opened up the meeting shortly after 10:30 AM. Chair Bussiere asked for a motion to approve the minutes for the February 17, 2022 meeting. Member Ring made the motion and was seconded by Member Cooper. The motion passed.

III. Discussion:

Frances De Jesus made a brief presentation on the following incentives:

- a. Parking and setback requirements
- b. Street Requirements
- c. Flexible Lot Configurations/Zero Lot Line Development

When previously reviewed on October 21, 2021, the committee voted not to make any changes to these incentives.

There was a Motion not to recommend changes to these incentives at this time by the Affordable Housing Advisory Committee. Member Cooper made the motion and was seconded by Member Ring. The motion passed.

IV. Sunshine Law and Other Legal Matters Training

Kalanit Oded Conduct Training on Sunshine Law and the following topics:

- a. Sunshine Law
- b. Public Records Law

c. Ethics for City Officials

V. Fair Housing Awareness Campaign

Frances De Jesus provided an update on behalf of the Subcommittee. She stated that Schools are on vacation this week but the Schools Boards can be contacted. Chair Bussiere provided a brief outlook of the drawing competition the Osceola County Association of REALTORS © is a sponsor of the Fair Housing Drawing Contest. The winner will be displayed at City hall and online and will receive a trophy and monetary award. Chair Bussiere proposes the use of the prepaid card for the monetary prices. The proclamation will be presented in April at the Commission meeting. The winners will be invited to the Commission meeting (date in may to be determined).

VI. Final Comments

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a. Old Business

- i. Frances De Jesus commented for next meeting on April is to discuss the Surplus of Land.

b. New Business

- ii. No new business

VII. Adjournment

Chair Bussiere asked for a motion to adjourn the meeting at 12:00 PM. Member Ring made the motion and was seconded by Member Goodwin. The motion passed.

Meeting is adjourned at 12:00PM

**CITY OF KISSIMMEE
AFFORDABLE HOUSING ADVISORY COMMITTEE**

Minutes for April 21, 2022

I. Attendance

Present: Robert Bussiere (Chair) Lucie Ghioto (Vice-Chair), Scott Culp, Will Cooper, Linda Goodwin, Mayor Olga Gonzalez, Nilisa Council, Jackie Espinosa, Frances De Jesus (staff), Eugenio Morales (staff), Yary Nuñez (staff). Also in attendance were Reenie Ncharg and Katina Rentas from Florida Rising.

Absent: Bradley Anderson, Wendy Ford, Sue Ring

II. Meeting

Robert Bussiere (Chair) opened up the meeting shortly after 10:40 AM. Chair Bussiere asked for a motion to approve the minutes for the March 17, 2022 meeting. There was a correction needed: Vice-Chair Ghioto requested that the minutes be revised to reflect that she was absent at that meeting. Member Council made a motion and Member Goodwin seconded the motion. All members were in favor of revising the minutes to reflect that correction.

III. Fair Housing Awareness Campaign

The computer network was down and staff was trying to upload the Power Point presentation on the Surplus Land Inventory. In the meantime, Member Culp made the motion to deviate from the agenda and Vice-Chair Ghioto seconded the motion. The motion passed. Frances De Jesus and Chair Bussiere provided an update on the status of the contest and how the City is not getting the expected feedback from the schools and the students. Ms. De Jesus mentioned that she is afraid the word is not getting out. It was decided to extend the contest until May 6, 2022. City staff will deliver the flyers directly to the schools to try to promote the contest and create awareness.

IV. Final Comments

The computer network continued to be down so Member Cooper made another motion to continue with the meeting out of order and have staff discuss some of the items under new business. Vice-Chair Ghioto seconded the motion and the motion passed. Ms. De Jesus requested a volunteer to participate in the Project Selection Committee for various of the HCD programs (i.e. CDBG, HOME, SHIP). Member Espinosa and Member Goodwin both volunteered (Member Espinoza will be the main person and Member Goodwin will be the alternate).

V. Presentation

Staff was able to pull up the Power Point presentation so Ms. De Jesus presented on the Surplus of Land Inventory. There are three lots that made the list of city owned lots available for affordable housing. Member Culp and Member Copper asked about the prior list and why the others were taken away. Ms. De Jesus explained that staff reviewed each lot individually and most of them were either easements, portion of right-of-ways, parks, pods, storm water retention areas for surrounding development, under size lots, etc. At the request of the members, staff will provide the Committee with the complete list showing the reason why each lot was/was not selected.

Ms. De Jesus proceeded to discuss the main key points of the proposed City Owned Lots for Affordable Housing Program. At the end of the presentation Member Culp expressed an interest to find out from the City's attorney if there is a difference between a subordinate land lease vs. the community land trust or if they both are meant to accomplish the same thing. He also was concerned about the City giving preference to non-profit organizations that hire personnel from welfare transition and welfare development initiatives and other employment assistance program. He did not think that preference should only be given to nonprofit groups because there for profit groups may also employ persons out of those programs and they should be rewarded.

Ms. De Jesus requested input from the Committee in regards to the income qualifications of the future renters/buyers. The Committee discussed having different income requirements for housing for sale and rental housing.

After the discussion was over, the committee was ready to make a motion to:

1. Remove the word non-profit from the statement made in the second bullet point on slide #7 to read as follows: "Preference will be given to organizations that hire personnel from Welfare transition, Workforce Development initiatives and other employment assistance programs."
2. Specify the income requirement for the renter/buyer as follows:
 - a. Rental Housing – Households must have an annual income of up to 80% of the area median income.
 - b. Housing for Sale – Households must have an annual income of up to 120% of the area median income.

Vice-Chair Ghioto made the motion and Member Council seconded the motion. The motion passed.

VI. Final Comments

a. Old Business

- i. No old business to discuss

b. New Business

- i. Ms. De Jesus discussed the American Recue Plan with the members and provided information about the City's allocation. Member Culp would like the City to consider limiting the supportive services to ELI and VL income households and the tenant based assistance to households earning up to 80% of the area median income.
- ii. Chair Bussiere share that he would like to invite a representative from the Brownfield Advisory Committee to share with us information about brownfields to one of our future meetings.
- iii. Chair Bussiere also would like to set aside time from one of our future meetings to brainstorm about different topics regarding affordable housing that the AHAC would like to explore.

VII. Adjournment

Chair Bussiere asked for a motion to adjourn the meeting at 11:57AM. Vice-Chair Ghioto made the motion and was seconded by Member Council. The motion passed.

**CITY OF KISSIMMEE
AFFORDABLE HOUSING ADVISORY COMMITTEE**

Minutes for May 19, 2022

I. Attendance

Present: Robert Bussiere (Chair) Lucie Ghioto (Vice-Chair), Will Cooper, Linda Goodwin, Nilisa Council, Wendy Ford, Sue Ring, Frances De Jesus (staff), Eugenio Morales (staff), Yary Nuñez (staff).

Absent: Bradley Anderson, Mayor Olga Gonzalez, Scott Culp

Guest Speaker: Brenda Ryan, Planning Manager, Development Services Department

II. Meeting

Lucie Ghioto (Vice-Chair) opened up the meeting shortly after 10:36 AM. A motion was made by Member Cooper to approve the minutes for the meeting on April 21, 2022. Member Council seconded and the motion passed.

III. Hotel/Motel Conversion into Housing

Ms. Brenda Ryan came to discuss how the City is handling the increase in requests for hotel/motel conversions. Even though there has been a few inquiries, only one application has been submitted requesting conversion from motel to apartments located on 192 Corridor. Ms. Ryan outlined different barriers that the City will need to take into consideration in order to move forward with these type of projects:

1) Minimum Living Area:

- Most likely projects will need variances to meet the minimum living area requirements since the City requires a minimum of 500 sq. ft. for an efficiency apartment.
- Another alternative if for rooms to be combined in order to meet these requirements.
- Conversion of kitchen areas.

2) Parking:

- There are different parking requirements when dealing with hotels than with multifamily developments. This is an issue because normally parking in hotels/motels are more transit and temporary.
- Parking will require a variance.
- Another strategy may be to limit the amount of cars per unit.

3) Lease terms:

- Make the projects more permanent housing vs. transitional. Require longer leasing terms than 30 days – i.e. 12 months

4) Pedestrian connectivity and site improvements:

- These hotels do not have internal sidewalk connection that connects to existing sidewalks. If feasible, we would be looking for improvements that address this and require connecting sidewalks inside the site as well.
- Most likely pedestrian connections would end up being legal non-conforming due to the existing design.
- Because these are existing hotels there are only a number of improvements that we would be able to require.

5) Landscaping:

- Landscaping areas are not wide enough and cannot accommodate trees.

6) Façade improvements:

- Most of the hotels in Kissimmee have exterior stairways. Our current code does not allow this. However, it is understood that with these hotel conversions there may not be possible changes.
- Work on a case-by-case basis to determine what other upgrades could be required instead - lighting and façade upgrades may be looked at as a trade-off.
- Other improvements will be on a case-by-case basis depending on the condition of the building and the condition of the site circulation.

7) Occupancy:

- Should there be a limit in occupancy? – Building and Fire Codes requirements.
- May be a way to control number of cars.

8) School Impact Fees:

- How do we work with the schools district to explore solutions to high impact fees in Osceola County?

9) Bus stops:

- Safe routes to schools will need to be identified.
- Support of development near transportation hubs.

Member Cooper asked about enforcing code enforcement standards and making hotel owners liable for keeping properties in acceptable conditions. Ms. Ryan explained that current code standards cannot be applied unless hotels are

changing the use or expanding. Many of these hotels have been grandfathered in. Member Council inquired about the affordability of the units and handicapped accessibility requirements.

The rents for the project used as an example during the meeting, Maingate Village Apartments (Osceola County), the rents are as follows:

Type of Unit	Size	Rental Rate
Studio	350 sq ft	\$ 995- \$1,070
1 bedroom	700 sq ft	\$1,495- \$1,520
2 bedrooms	1,050 sq ft	\$1,895- \$1,920

Chair Bussiere wanted to know how we work with the school district with these projects. Ms. Ryan responded that impact fees are the most challenging. Right now, families in transition staying in hotels have a real impact in the school system but because these are hotels, they are not paying impact fees.

Before wrapping up the discussion, Member Council made a recommendation to “Prioritize community organizations that have a proven track record in offering supportive services to the lower income residents in our community when providing funding for conversion of hotels/motels to affordable housing.” Chair Bussiere seconded the motion and it passed with the approval of the members present.

IV. Final Comments

a. Old Business

- i. Unfortunately , we did not get the expected response from the schools, teachers and student during the Fair Housing Drawing Contest. Timing was not in our favor. Next year, we will need to start working with the schools early-on in the school year and more advance notice will need to be provided.

b. New Business

- i. No new business was discussed.

V. Adjournment

The meeting was adjourned at 11:47AM.

**CITY OF KISSIMMEE
AFFORDABLE HOUSING ADVISORY COMMITTEE**

Minutes for September 15, 2022

The AHAC did not meet on September 15, 2022.

**CITY OF KISSIMMEE
AFFORDABLE HOUSING ADVISORY COMMITTEE**

Minutes for July 21, 2022

I. Attendance

Present: Robert Bussiere (Chair) Lucie Ghioto (Vice-Chair), Will Cooper, Linda Goodwin, Nilisa Council, Wendy Ford, Sue Ring, Scott Culp, Mayor Olga Gonzalez, Frances De Jesus (staff), Eugenio Morales (staff), Yary Nuñez (staff).

Guest Speaker: Kody Glazer, Legal Director, Florida Housing Coalition

II. Meeting

Robert Bussiere (Chair) opened up the meeting shortly after 10:30 AM.

After reviewing the minutes, the following corrections were made to the minutes from May 19, 2022:

- Add Sue Ring to the list of members present; and
- Correct spelling for R. Bussiere.

A motion was made by Member Council to approve the minutes for the meeting on May 19, 2022. Member Ghioto seconded and the motion passed.

III. Inclusionary Zoning

Mr. Kody Glazer joined the group via ZOOM to make a presentation of Inclusionary Zoning. After Mr. Glazer presentation and after the members had an opportunity to ask some questions such as:

- Is there such a thing as a hybrid program that allows for voluntary and mandatory participation?
- If adopted, how about compliance? Can the local government piggy back on existing compliance programs?
- Providing units vs. Paying fees in lieu

These are things that will need to be address if going forward.

The question was asked if the City has started looking at a draft of an inclusionary zoning ordinance? Staff responded that the process has not been started. Member Culp explained that from his view point, before engaging in doing a feasibility study, staff should look at what Orange County and Osceola County are doing. The City may be able to piggy back on their efforts.

There was a discussion on how to proceed. It was decided that before the City engages in a feasibility study the following will need to happen:

- 1) Research what are we doing right now. What entitlements is the City providing to developments right now? How are they being used?
- 2) Check with Orange County and Osceola County to see what they are doing in regards to inclusionary zoning.

Depending on the findings, then the Committee may recommend a feasibility study.

IV. Updates

- a. City of Kissimmee Surplus Land Inventory – Staff completed the additional work requested. This will be brought to the Committee in the near future.
- b. Fair Housing Awareness Campaign – Winners will be contacted once students go back to school.

V. Final Comments

- a. Old Business
 - i. No old business was discussed.
- b. New Business
 - i. House America – This is a new initiative the City of Kissimmee is involved in to address homelessness.
 - ii. Member Culp wanted to give a heads up about affordability periods. This may be something the AHAC may be interested in discussing in the future.

VI. Adjournment

The meeting was adjourned at 11:47AM.

**CITY OF KISSIMMEE
AFFORDABLE HOUSING ADVISORY COMMITTEE**

Minutes for August 18, 2022

I. Attendance

Present: Robert Bussiere (Chair), Will Cooper, Linda Goodwin, Nilisa Council, Sue Ring, Scott Culp, Jackie Espinoza, Mayor Olga Gonzalez, Frances De Jesus (staff), Eugenio Morales (staff), Yary Nuñez (staff).

Absent: Lucie Ghioto (Vice-Chair), Wendy Ford.

II. Meeting

Robert Bussiere (Chair) opened up the meeting shortly after 10:34 AM. A motion was made by Member Council to approve the minutes for the meeting on July 21, 2022. Member Goodwyn seconded and the motion passed.

III. Surplus Land Inventory

Ms. De Jesus provided the Committee with the list of properties that will be placed on the Surplus Land Inventory for Affordable Housing. The following properties will be included:

1. Ernest Street (Subdivision: Rosewood) – Parcel 28-25-29-2042-001-00E0
2. 1007 Palmway Street (Subdivision: Poinsettia Park) – Parcel 22-25-29-1990-0019-0110
3. Poinciana Circle (Subdivision: Delwood Park – Parcel 15-25-29-1290-000A-0190
4. 504 Canterbury Lane (Subdivision: Canterbury Terrace) Parcel 28-25-29-1170-000A0180
5. 219 N Randolph Avenue (Subdivision: Mathews ADD) Parcel 21-25-29-1690-000T-0029

Following the identification of the lots, a discussion took place about the proposed City of Kissimmee Surplus Land Program. The Committee discussed in detail the timeline for construction after the donation of the lots(s) is made. They decided on the following timeline:

- 1) *Six (6) months from the date of the donation agreement to schedule meeting with the City's Development Review Committee.*
- 2) *Eighteen (18) months from the date of the donation agreement to start the construction process.*
- 3) *Thirty-six (36) months from the date of the donation agreement for the Project to receive its Certificate of Occupancy (CO).*

Exceptions to these timelines shall be approved by the City Commission.

IV. Final Comments

a. Old Business

- i. No old business was discussed.

b. New Business

- i. No new business was discussed.

V. Adjournment

The meeting was adjourned at 11:44 AM.

**CITY OF KISSIMMEE
AFFORDABLE HOUSING ADVISORY COMMITTEE**

Minutes for September 15, 2022

The AHAC did not meet on September 15, 2022.

**CITY OF KISSIMMEE
AFFORDABLE HOUSING ADVISORY COMMITTEE**

Minutes for October 20, 2022

I. Attendance

Present: Robert Bussiere (Chair), Lucie Ghioto (Vice-Chair), Will Cooper, Nilisa Council, Wendy Ford, Mayor Olga Gonzalez, Scott Culp, Frances De Jesus (staff), Eugenio Morales (staff), Yary Nuñez (staff).

Absent: Linda Goodwin, Sue Ring, Jackie Espinosa

II. Meeting

Robert Bussiere (Chair) opened up the meeting shortly after 10:30 AM.

III. Discussion:

a. Reservation of Infrastructure Capacity

Frances De Jesus made a presentation of the Reservation of Infrastructure Capacity. At this point nothing has changed since the last time the Committee reviewed this incentive. Member Culp made a motion not to make any changes and Member Ford seconded. The motion passed without opposition.

b. Affordable Accessory Dwelling Units

Frances De Jesus provided an update on the recommendation made by the AHAC in 2021. She reported that at this time, changes to the accessory residential units is not supported by staff. Member Culp expressed the recommendations should still be presented to the Commission for them to decide even if staff do not agree. Member Ghioto asked staff how many of these units have been created within the last five (5) years. She said the recommendation will not lead into a substantial increase of accessory dwelling units in the City; however, she agreed with Member Culp that the recommendation as it was made by the AHAC should be discussed in front of the Commission. The rest of the members agreed. Member Culp asked staff to check with the City Attorney to find out how if doing these truly gives preferential treatment to a type of development. Ms. De Jesus stated that she will check and that she will also invite Ashley Cornelison, Senior Long Range Planner, to the next meeting.

c. Changes to the local Housing Assistance Plan
AHAC had no comments.

d. Changes to the Land Development Code

Member Culp asked if that properties receiving density bonuses and/or development bonuses should enter into an agreement with the City to ensure the units remain affordable for a period of no less than fifteen (15) years. Ms. De Jesus responded that to her understanding this could be included in the policy document and maybe be added to the Land Development Code during the next set of amendments.

IV. Final Comments

a. Old Business

- i. No old business was discussed.

b. New Business

- i. Chair Bussiere wanted to know if there is funding available to purchase infill lots to make them available to developers for the development of affordable housing. Ms. De Jesus said acquisition of land for the development of affordable housing is an eligible activity under some of our programs.
- ii. Member Council had questions about the Purchase Assistance Program funded by the State Housing Initiatives Partnership (SHIP) Program in Osceola County. Ms. De Jesus referred her to Danicka Ransom at the Development of Human Services in the County.

V. Adjournment

The meeting was adjourned.

**CITY OF KISSIMMEE
AFFORDABLE HOUSING ADVISORY COMMITTEE**

Minutes for November 17, 2022

I. Attendance

Present: Robert Bussiere (Chair), Lucie Ghioto (Vice-Chair), Will Cooper, Nilisa Council, Mayor Olga Gonzalez, Scott Culp, Sue Ring, Frances De Jesus (staff), Eugenio Morales (staff), Yary Nuñez (staff).

Absent: Linda Goodwin, Jackie Espinosa, Wendy Ford

Guest Speaker: Ashley Cornelison, Long Range Senior Planner

II. Meeting

Robert Bussiere (Chair) opened up the meeting shortly after 10:30 AM. Chair Bussiere noticed a typo on the minutes and asked that it be corrected. Member Culp made a motion to approve the minutes from October 20, 2022 with the correction and Member Ghioto seconded the motion. The motion passed unanimously.

III. Discussion:

a. Reservation of Infrastructure Capacity

Ashley Cornelison made a short presentation on the Reservation of Infrastructure Capacity. She addressed some of the concerns expressed at the last meeting and asked for clarification on the reasoning for the prior recommendations concerning Accessory Residential/Dwelling Units (ADU's). Recommendation #1 – Do not include ADU's as part of the density calculations for any of the zoning districts; however, the attached ADU should be included in the calculation for infrastructure for the purpose of calculating mobility fees – Ms. Cornelison shared that the City will be undergoing a master plan for transportation and future land use in the upcoming year. The AHAC recommendation could be incorporated into the study and the analysis brought to the AHAC. The study will not start until January 2022 and it could take up to two years for implementation if any changes come out of the analysis.

Recommendation #2 - The City should remove the requirement that the principal structure be owner occupied – Additional research may be needed in order to act on this recommendation to ensure compliance with the initial intent of ADU's. Staff will draft language for consideration to allow for ADU's in situations where neither structure is owner occupied when the definition of affordable housing is met. Monitoring mechanisms will need to be in place to ensure compliance with the definition.

It was agreed by all members that at this time, the recommendations remain unchanged until further discussion in the near future.

IV. Final Comments

a. Old Business

i. Approval of Minutes – July 21, 2022 and August 18, 2022

Member Culp made a motion to approve the minutes from both prior meetings and Member Council seconded the motion. The minutes were approved unanimously.

ii. City of Kissimmee Surplus Land Program Policy

Frances De Jesus asked the Committee to review the document one more time before moving forward. Member Ghioto expressed concerns about the time timeline being started at the time the developer/owner meets with the Development Review Committee (DRC) since in most instances infill lots do not undergo such a review. As a consequence, the words “as applicable” will be added to the sentence and the timelines will be considered maximum. Staff will make the modifications accordingly.

iii. List of Recommendations

Ms. De Jesus explained that this is the list of recommendations we have so far for this year report (2022). Chair Bussiere noticed a typo and asked that it be corrected.

iv. Attendance Log

No changes were made.

b. New Business

i. Chair Bussiere asked if the AHAC should develop a mission statement. Member Culp explained that the statutes dictate the mission of the AHAC.

V. Adjournment

The meeting was adjourned at 11:23 AM.

**CITY OF KISSIMMEE
AFFORDABLE HOUSING ADVISORY COMMITTEE**

Minutes for December 1, 2022

I. Attendance

Present: Robert Bussiere (Chair), Lucie Ghioto (Vice-Chair), Will Cooper, Mayor Olga Gonzalez, Sue Ring, Linda Goodwin, Frances De Jesus (staff), Eugenio Morales (staff), Yary Nuñez (staff).

Absent: Nilisa Council, Jackie Espinosa, Wendy Ford, Scott Culp

II. Meeting

Robert Bussiere (Chair) started the meeting shortly after 6:02 PM. Member Cooper made a motion to approve the minutes from November 17, 2022 and Member Ghioto seconded the motion. The motion passed unanimously.

III. Public Hearing:

No members of the public were in attendance.

IV. Final Comments

a. Old Business

i. None

b. New Business

i. None

V. Adjournment

The meeting was adjourned at 6:04 PM.

ITEM 7.J

HOME Program Agreement Between the City of Kissimmee and Osceola Mental Health, Inc. DBA Park Place Behavioral Health Care (Dillingham Apartments) and Subordination Agreement

Request

Approval and execution of the HOME Agreement between the City of Kissimmee and Osceola Mental Health, Inc. DBA Park Place Behavioral Health Care (Dillingham Apartments) and Subordination Agreement and to amend the budget accordingly.

Explanation

On March 3, 2021, the City Commission approved the award of HOME funding in an amount not to exceed \$200,000 to subsidize the construction of a 30 unit multifamily complex known as Dillingham Apartments. The project is intended to serve as a permanent supportive housing for patients being treated for mental health and substance abuse issues. This is consistent with the City Commission's goal to address the chronic homelessness issue in Osceola County. The project is required to set aside twelve (12) units as HOME assisted units. The project will have an affordability period of twenty (20) years.

In addition to the \$200,000 HOME funds, the City is also providing an additional \$200,000 to the project from its American Rescue Plan Act (ARPA) funds. Staff is requesting permission to amend the budget accordingly to include funding for the ARPA portion. In this project, the use of ARPA funds will be governed by the same requirements as the \$200,000 HOME funds. The attached HOME agreement addresses both funding sources. The project is also receiving funding from the Florida Housing Finance Corporation (Florida Housing) and Osceola County.

Florida Housing requires that a subordination agreement be executed to the City's loan because there are three other loans that are senior in position.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11325108-508282	11320		265,787	200,000
03200380 - 380001		Increase	200,000	
03210108 - 508282		Increase	200,000	

Financial Summary:

There is no fiscal impact to the General Fund since this is a grant-funded project.

Recommendation

City of Kissimmee

Staff recommends approval and execution of the HOME Agreement between the City of Kissimmee and Osceola Mental Health, Inc. DBA Park Place Behavioral Health Care (Dillingham Apartments) and Subordination Agreement and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Approve
Execute

Department: Development Services
Presenter: Frances DeJesus

Attachment(s):

1. (S) HOME Program Agreement - Osceola Mental Health, Inc DBA Park Place Behavioral Health Care (Dillingham Apartments)
2. (S) Subordination Agt (SAIL + ELI + NHTF - City of Kissimmee)

**HOME PROGRAM
AGREEMENT BETWEEN
THE CITY OF KISSIMMEE AND
OSCEOLA MENTAL HEALTH, INC., D.B.A. PARK PLACE BEHAVIORAL HEALTH CARE
(DILLINGHAM APARTMENTS)**

This **HOME Program Agreement** (hereinafter referred to as the "Agreement") is entered into on _____, 2022, by and between the **City of Kissimmee**, a Florida municipal corporation with a principal address of 101 Church Street, Florida 34741 (hereinafter referred to as "City") and **Osceola Mental Health, Inc., d.b.a. Park Place Behavioral Health Care** with a principal address of 206 Park Place, Kissimmee Florida 34741 (hereinafter referred to as "Owner").

WITNESSETH:

WHEREAS, the National Affordable Housing Act of 1990 authorized the HOME Program to provide financial assistance through the U.S. Department of Housing and Urban Development (HUD), to local governments for the production of affordable housing; and

WHEREAS, City, as a member of the Osceola HOME Consortium, has available HOME funds to construct multifamily rental units for the purpose of providing decent, safe, and affordable housing; and

WHEREAS, Owner desires to obtain these HOME funds in the amount of ***Two Hundred Thousand and 00/Dollars and 00/100 (\$200,000.00)*** to subsidize the construction of Permanent Supportive Housing for Persons with Special Needs. The 30-unit development shall be known as the "Dillingham Apartments" generally located at 511 N. Dillingham Avenue, Kissimmee, Florida, as more particularly described on the attached **Exhibit "A"** (hereinafter referred to as the "Property" of which Owner will designate 12 units as HOME-assisted units; and

WHEREAS, City intends to provide an additional ***Two Hundred Thousand and 00/Dollars and 00/100 (\$200,000.00)*** from its funding received from the American Rescue Plan (ARP) to further subsidize the construction of the same twelve (12) units. The use of these additional funds shall be governed by the same requirements as the \$200,000 HOME funds described in this Agreement.

WHEREAS, Owner will provide the long term ownership and management responsibilities and maintenance of the Affordability requirements required by HUD; and

WHEREAS, the construction of the Property for rent to Very Low and Low Income households at affordable rents is an eligible activity under the HOME Program; and

WHEREAS, the Parties desire to enter into this Agreement in order to ensure compliance with the requirements of the HOME Program and to secure other covenants and promises from Owner regarding the use of funds to benefit Very Low and Low Income households, as defined under the standards of eligibility established by HUD and adjusted annually, a copy of which eligibility income levels for the current year is attached hereto as **Exhibit "B"** and is incorporated herein by this reference.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the City and Owner agree as follows:

SECTION 1. DEFINITIONS

As used herein, the following words and terms, whether capitalized or not, shall have the following meanings, unless the context demands otherwise:

1. Affordable - means meeting the income requirements, maximum HIGH or LOW HOME rents to be charged for the units, and other income and rental requirements as more fully described in the Loan Documents.
2. Affordability Period - means that the HOME-assisted units shall remain Affordable for twenty (20) years from the date of Project Completion.
3. Annual Income - means the projected annual income for a household, or more specifically, the gross amount of wages, income from assets, regular cash or non-cash contributions, and any other resources and benefits determined to be income by HUD, as defined in 24 CFR §5.609.
4. Displaced Homemaker - means an individual who:
 - (a) is an adult;
 - (b) has not worked full-time or for a full year in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family; and
 - (c) is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.
5. Displaced Person - means a person (family or individual, business, nonprofit organization, or farm) that moves from real property, or moves personal property from real property permanently, as a direct result of acquisition, rehabilitation or demolition for a project assisted with HOME funds, and as further defined by 24 CFR Part 92.
6. Eligible Person or Eligible Household - means one or more natural persons or a family who is determined by the Owner and verified by the City to be within the income requirements for this project. The income limits are based on those published annually by HUD.
7. HUD - means the United States Department of Housing and Urban Development, its successors or assigns.
8. Loan Documents - means this HOME Agreement, the Note, the Mortgage, Declaration of Restrictive Covenant and all agreements, exhibits, or attachments to each of the foregoing, referenced therein or executed or delivered pursuant hereto or in connection with or arising under the loan contemplated hereby.
9. Note - means that certain promissory note of even date with the Loan Documents given by both Owner to the City evidencing the loan contemplated by this Agreement.
10. Project - means the construction of the Property in which twelve (12) affordable units will be constructed with HOME and ARP funds and rented for the duration of the Affordability Period as follows: three (3) affordable units will be rented to and occupied by Very Low Income persons or families at LOW Home rents and nine (9) will be rented to Sixty Percent Income (60%) persons or families at HIGH Home rents; all in the manner as described herein and the Budget (as defined herein), and all according to the income limits published annually by HUD based upon the Annual Income of the household.

11. Project Completion - means that the construction of the Property contemplated under this Agreement has been completed; the Property meets all HOME Program regulations and the requirements of 24 CFR Part 92; meets the applicable property standards under §92.251; and the project is rented and occupied in accordance with the terms of this Agreement.

12. Sixty Percent Income – means one or more natural persons or a family who has a total Annual Income for the household that does not exceed sixty percent (60%) of the median family income within the Orlando metropolitan statistical area, as determined by HUD, with adjustments for smaller and larger families.

13. Very Low Income – means one or more natural persons or a family who has a total Annual Income for the household that does not exceed fifty percent (50%) of the median family income within the Orlando metropolitan statistical area, as determined by HUD, with adjustments for smaller and larger families.

Other terms herein which have not been defined shall have the definition, meaning and intent given them in the HOME regulations or 24 CFR Part 92, or as cross-referenced therein, or their ordinary dictionary meaning as the context so requires.

SECTION 2. USE OF HOME/ARP FUNDS AND LOAN AMOUNT

1. Recitals: The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. Use of HOME Funds: Under the terms and conditions of this Agreement and the other documents executed in connection with this Agreement, the City agrees to loan Owner HOME funds in the amount of **Four Hundred Thousand and 00/Dollars and 00/100 (\$400,000.00)** towards the construction of the Property, as more fully described in **Exhibit "A"** attached hereto and incorporated herein by reference.

The Property shall be 100% constructed and all twelve (12) of the HOME/ARP assisted units rented to and occupied by Eligible Persons at Affordable rents no later than **December 31, 2024**.

A list of tasks to be performed and a budget for the use of these HOME funds is described in **Exhibit "F"** (the "Budget"), which is attached hereto and made a part hereof by this reference. Owner shall expend the HOME funds only for those items as set forth in the Budget and as permitted under the HOME regulations as set forth in 24 CFR §92.206. Owner shall not use any HOME funds for prohibited purposes as set forth in 24 CFR §92.214 or other HOME regulations. Owner acknowledges and agrees that any HOME/ARP funds not used in accordance with this Agreement and with permitted HOME regulations must be repaid to the City. Owner also acknowledges and agrees that if this Project is terminated before completion or if Owner fail to rent to Eligible Persons for the duration of the Affordability Period for any reason, either voluntarily or otherwise, Owner must repay all HOME/ARP funds awarded to Owner for the Project to the City (subject to applicable cure periods herein and force majeure).

3. Deferred Loan - Execution of Note, Mortgage, and Restrictive Covenant: The loan of these HOME funds to Owner shall be in the form of a deferred forgivable loan with the terms set forth in this Agreement. Owner shall execute a promissory note, mortgage, declaration of covenants and restrictions, and other loan documents (the "Loan Documents") as required by the City. Accordingly, Owner shall execute a promissory note in favor of the City substantially in the

form attached hereto as **Exhibit "C"** (the "Note") and incorporated herein by reference in the amount of the award. The Note shall be secured by a mortgage (the "Mortgage") on the Property substantially in the form attached hereto and incorporated herein, by reference, as **Exhibit "D"**. Owner shall also execute a Declaration of Covenants and Restrictions, attached hereto and incorporated herein as Exhibit "E", for the Property which sets forth various income and rent covenants restricting the affordability of the HOME-assisted units and that these covenants will continue for twenty (20) years from Project Completion.

No payment shall be due to the City as long as there is not an Event of Default under the terms of this Agreement. However, upon the occurrence or existence of an Event of Default that is left uncured during any applicable grace periods, as more specifically defined below, City is free to exercise all remedies including those contained in this Agreement, which includes having all amounts disbursed to the Owner for the Project be repaid to the City and accelerating the loan to maturity, whereupon the outstanding principal balance of the loan shall become immediately due and payable.

4. Disbursement of the Funds:

(a) Conditions Precedent. Owner agrees that this loan and the disbursement thereof of any funds are conditioned on the satisfactory completion of the environmental review process. Notwithstanding any provisions of this Agreement, the Parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon the satisfactory completion of an environmental review and receipt by the City of a Release of Funds from HUD under 24 CFR Part §58. The Parties further agree that the provision of any funds to the Project is conditioned on the City's determination to proceed with, modify, or cancel the loan based upon the results of the environmental review.

(b) After Completion of Conditions Precedent (Obtaining Environmental Clearance). The City shall reimburse payment to Owner in accordance with the Budget. For construction or rehabilitation related projects, the City shall reimburse Owner the HOME loan proceeds only after receipt of appropriate invoices and documentation, and specific itemization of expenses incurred. Reimbursement of HOME proceeds will be made to Owner only after approval by the City, in its sole discretion, of invoices submitted, payroll records, copies of paid bills, cancelled checks, and verification of work completed in accordance with this Agreement and applicable HOME regulations. Owner may not request disbursement of HOME funds under this Agreement until the funds are needed for payment of eligible HOME costs and the amount of each disbursement request shall be limited to only the amount needed. Advance disbursements of HOME funds are not allowed under this Agreement. Requests for payment shall be made on a form substantially similar to **Exhibit "G"**, attached hereto and incorporated herein by reference. Along with each request for payment, Owner shall submit the corresponding Contractor's Invoice, Partial Release of Lien, and Warranty on the forms attached hereto as **Exhibit "H"**, attached hereto and incorporated herein by reference. Owner agrees that the City may retain ten percent (10%) of each reimbursement request until 50% completion, at which point no further retention shall be required (the "Retainage"), until Owner provides the City with releases of liens from all contractors, subcontractors, and suppliers and otherwise demonstrates that it has fully complied with Part 1, Construction Liens, Chapter 713, Florida Statutes, and all of the terms of this Agreement, including correction of all work and materials found to be deficient by the City. Also, City will not release the Retainage until completion of all punch-list items, issuance of a Certificate of Occupancy or Certificate of Completion and completion of a final inspection to verify that the Project is completed substantially in accordance with all approved plans, local codes, and property standards. Request for final payment and the Retainage, shall be made on a form

substantially similar to the Contractor's Final Payment Affidavit and Waiver and Final Release of the Lien attached as **Exhibit "I"**, attached hereto and incorporated herein by reference. Owner may amend the Budget with the prior written approval of the City, provided no such approval shall be required for modifications made as a result of line item savings for which no further draws are expected for such line item (beyond the release of any Retainage held in connection therewith), and no approval will be required for Owner to reallocate funds included as a contingency line item.

Notwithstanding anything to the contrary in this Agreement, the City also reserves the right to request and approve documentation supporting any requests for reimbursement to verify the reasonableness and validity of such costs and such Budget may be modified by the City accordingly.

SECTION 3. DURATION OF THE AGREEMENT

1. Term: Unless earlier terminated, the term of this Agreement shall commence on the effective date of this Agreement which is the date of the last party to sign this Agreement (the "Effective Date") and shall remain in effect through the end of the Affordability Period. Notwithstanding any of the foregoing, all record keeping requirements, audits, and use and maintenance requirements mandated by HOME regulations shall survive termination of this Agreement. All Loan Documents executed in connection with this Agreement shall also survive termination of this Agreement and will remain in effect under the terms and conditions specified therein.

2. Restrictive Covenant: In order to ensure compliance with the Affordability Period, Owner shall execute the Declaration of Covenants and Restrictions which shall be recorded in the public records of Osceola County, Florida.

SECTION 4. AFFORDABILITY

1. Units to be Assisted: Owner has designated twelve (12) units on the Property to be assisted with HOME funds and all are deemed floating "HOME-assisted units".

2. Rental Requirements: Every HOME-assisted unit is subject to rent controls designed to ensure that rents are Affordable to Very Low and to Sixty Percent Income, as applicable. The HOME-assisted units in the Project must be rented and occupied as follows: three (3) will be rented to and occupied by Very Low Income persons or families at LOW Home rents; and (9) units will be rented to and occupied by Sixty Percent Income (60%) persons or families at HIGH HOME rents. Owner must not charge more than the HIGH or LOW income rents set forth by HUD and meet these affordability requirements for not less than the Applicable Period, as those requirements are described in 24 CFR §92.252(e). Owner shall also comply with all income determinations, rent, and affordability requirements of the HOME Program as set forth in 24 CFR §92.203 and 24 CFR §92.252, as applicable.

3. Tenant Selection: Owner shall undertake the initial review of income eligibility of prospective tenants for all the HOME-assisted units. Owner must obtain from each tenant and each tenant shall submit the information contained in the Tenant Qualification Package attached hereto as **Exhibit "J"** and the Resident Income Certification Form attached hereto as **Exhibit "K"**. In determining income eligibility, Owner must examine source documents evidencing the prospective tenant's Annual Income, in accordance with 24 CFR §92.203(a)(1)(i). In conducting such review, Owner shall determine if each family is income eligible by determining the family's Annual Income in accordance with 24 CFR § 5.609 which is an allowable methodology under 24

CFR§ 92.203. Owner shall comply with all income determinations and affordability requirements of the HOME program as set forth in 24 CFR § 92.203 and 25 CFR §92.252, as applicable.

Owner shall adopt written tenant selection policies consistent with 24 CFR §92.253(d). This tenant selection policy must be given to the City thirty (30) days after the Effective Date for the City's approval. All documentation including but not necessarily limited to a tenant's application, verifications, proposed rent, and lease terms shall be submitted to the City for review upon request. Owner acknowledges that the City may keep documentation verifying the income eligibility of tenants.

4. Period of Affordability: All HOME-assisted units shall continue to be rented to Eligible Persons at Affordable rents as prescribed by HUD and maintained as Affordable housing units for the Affordability Period. In order to ensure compliance with the Affordability Period, Owner shall execute the Declaration of Covenants and Restrictions which shall be recorded in the public records of Osceola County, Florida. The Affordability requirements apply without regard to the term of any loan or mortgage, or the transfer of ownership. Owner acknowledges that failure to meet the Affordability requirements stated herein is a breach of this Agreement and a default under the Note and Mortgage which requires repayment of the HOME proceeds.

5. Maximum Tenant Income: Initially, and during the Affordability Period, the maximum income for households residing in the HOME-assisted units are as follows: three (3) of the HOME-assisted units cannot exceed fifty percent (50%) of the median income adjusted by family size for the Orlando Metropolitan Statistical Area (MSA), as determined annually by HUD; and the maximum income for households residing in nine (9) of the HOME-assisted units cannot exceed sixty percent (60%) of the median income adjusted by family size for the Orlando Metropolitan Statistical Area (MSA). HUD updates the income limits annually and the City will provide this information to Owner annually as it becomes available.

6. Rent Limitations (24 CFR §92.252) Maximum Gross Rents: The HOME regulations in 24 CFR §92.252 set forth the maximum rents Owner can charge for the HOME-assisted units. The maximum gross rent for each HOME-assisted unit (including applicable utility allowances computed in accordance with Section 42 of the Internal Revenue Code and applicable HOME regulations) shall not exceed the maximum HIGH HOME Rents as published annually by HUD. The maximum gross rent for the units rented and occupied by Very Low Income persons must have rents that are no greater than the LOW HOME rents as published by HUD. The Very Low Income tenants must occupy the LOW HOME rent units. Actual rents for HOME-assisted units may be less than, but never more than, these maximum rental amounts set forth by HUD.

If the HOME-assisted unit tenant pays for utilities, the HIGH and LOW HOME rents must be reduced by the utility allowance. City shall provide Owner with a copy of the utility allowance as it is updated annually. Owner shall review all rents proposed to ensure compliance with HOME regulations. No fees or surcharges, that are not customarily charged in rental housing, can be applied without the express approval of City.

7. Increases in Tenant Income: To the extent specifically required by applicable regulations under the HOME Program, during the Affordability Period, if an existing tenant's adjusted income increases to the extent that it exceeds eighty (80%) percent of the median income for the Orlando MSA, as defined annually by HUD, said tenant's rent shall be increased to an amount equal to thirty percent (30%) of the family's adjusted monthly income.

8. Subsequent Rents During Affordability Period: Regardless of changes in fair market rents and in median income over time, the HOME rents for a project are not required to be lower than

the HOME rent limits for the project in effect at the time of project commitment. In accordance with 24 CFR §92.252(f) regarding subsequent rents during the Affordability Period, any proposed increase in rents for HOME-assisted units must be submitted to the City for review and approval. Increases in LOW HOME rents or HIGH HOME rents published by HUD will be deemed approved. Any increase in rents is subject to the provisions of outstanding leases and Owner must provide tenants of those units not less than thirty (30) days prior written notice before implementing any increase in rents.

9. Lease Provisions: All leases for the HOME-assisted units shall be in compliance with all state and local landlord and tenant laws. Additionally, for the HOME-assisted units, all leases between Owner and its tenants shall be for not less than one (1) year in duration and shall comply with all of the provisions in 24 CFR §92.253. Owner agrees that certain clauses are prohibited in leases as outlined in 24 CFR 92.253(b). The prohibited clauses include: agreement to be sued; agreements regarding the treatment of tenant's property; agreement excusing Owner from responsibility; agreement by the tenant that Owner may institute a lawsuit without notice; waiver of eviction legal proceedings; waiver of jury trial; waiver of right to appeal a court decision; and agreement to pay legal costs, regardless of outcome. Owner shall not include any of these prohibited clauses in its leases for HOME-assisted units and shall submit copies of the leases to City to obtain its consent for any lease forms used prior to using such form to enter into a lease with a tenant. Additionally, Owner may not terminate the tenancy of a HOME-assisted unit tenant or refuse to renew the lease of a HOME-assisted unit tenant, except for serious or repeated violations of the terms and conditions of the lease; violation of applicable federal, state, or local laws; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew the tenancy, Owner must serve written notice upon the tenant specifying the grounds for the action at least thirty (30) days before the termination of the tenancy.

10. Certification of Tenants' Income and Rents: Each year during the Affordability Period, Owner shall re-verify and re-examine tenant income eligibility for the HOME-assisted units in accordance with 92.203(a)(1)(i) by examining source documents. Owner shall also comply with 24 CFR §5.609 and provide City with information on rents and occupancy of HOME-assisted units in order to demonstrate compliance with 24 CFR § 92.252. Owner shall submit to City within ninety (90) days of its fiscal year end, all information and documentation regarding rents and income records similar to that provided at initial lease-up of all tenants that are or have been occupying HOME-assisted units within the preceding twelve (12) months. This is to verify that all tenants meet the income guidelines at rents set forth above or in the case of existing tenants whose income has increased above such income guideline, that Owner has complied with applicable HOME regulations in filling vacant units each year during the Affordability Period.

11. Non-Discrimination Against Rental Assistance Subsidy Holders: Owner cannot refuse to lease HOME-assisted units to a certificate or voucher holder under 24 CFR part 982 – Section 8 Tenant Based Assistance: Unified Rule for Tenant-Based Assistance under the Section 8 Rental Certificate Program and the Section 8 Rental Voucher Program or to the holder of a comparable document evidencing participation in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher, or comparable HOME tenant-based assistance document.

12. Owner shall not, in the provision of services, or in any other manner, discriminate against any person on the basis of age, race, color, creed, religion, sex, handicap, familial status, or national origin. Unwed parents, families with children born out of wedlock, and recipients of public assistance shall not be excluded from the participation in or be denied the benefits of the Section 8 Existing Housing Program because of such status.

SECTION 5. HOME PROJECT REQUIREMENTS

1. Applicable Laws: Owner shall comply with all HOME project requirements of 24 CFR Part 92, including subpart F. Owner shall comply or shall assist City in complying with all applicable federal and state laws, rules, and regulations dealing with this Project, whether presently existing or hereafter promulgated, including but not limited to 24 CFR Part 85 and applicable OMB Circulars. Owner agrees to comply with all the HOME Program requirements, HUD regulations, 42 U.S.C. §§12701-12839 and 24 CFR Part 92, as amended from time to time, whether set forth herein or not, and agrees to execute or amend documents as necessary to be in compliance therewith. Owner also shall comply with all other applicable federal, state and local statutes, ordinances, rules and regulations, including, but not limited to, all applicable provisions of the City's Land Development and Building Codes. If any HOME or federal regulations change during the term of the Affordability Period, the City will provide notice to Owner, and both shall comply with the new rules, regulations, and procedures.
2. Maximum Per Unit Subsidy Amount: The amount of HOME funds that a participating jurisdiction may invest on a per unit basis in affordable housing may not exceed the per-unit dollar limits established by HUD under Section 221(d)(3)(ii) of the National Housing Act (12 USC §17151 (d)(3)(ii)) for elevator type projects that apply to the area in which the housing is located.
3. Subsidy Layering Review: It is City's responsibility under HOME regulations, and more specifically 24 CFR §92.250, to evaluate the use of other local, state, or federal assistance in HOME-assisted projects to ensure that it does not invest any more HOME funds than are necessary to provide low income housing. The initial layering review of the Project was done taking into consideration the Sources and Uses Statement and Pro-forma along with the funding application submitted by Owner and approved by City. Owner must submit revised Sources and Uses Statements and Pro-forma if any of the original funding sources, amounts, or financial conditions change from the time its application was approved. Owner will complete the Certification of Governmental Assistance attached hereto as **Exhibit "L"**.
4. Tenant and Participant Protection: Prior to receiving any disbursement of funds, Owner will comply with all tenant and participant protections in 24 CFR §92.253. All CHDO's will adhere to a fair lease and grievance procedure as required in 24 CFR §92.303 and follow a plan of tenant participation in management decisions.

SECTION 6. PROPERTY STANDARDS

Owner shall comply with the property standards requirements set forth in 24 CFR §92.251. Owner agrees that all housing constructed with HOME funds shall be in conformance with the City's Land Development and Building Codes. Owner acknowledges and agrees that at Project Completion and through the Affordability Period, the Property must meet all applicable state and local codes, rehabilitation standards, ordinances, and zoning requirements. Newly constructed housing shall meet the current edition of the Model Energy Code published by the Council of American Building Officials.

All housing must meet the accessibility requirements in 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973. Covered multi-family dwellings, as defined at 24 CFR §100.201 (requires over four (4) dwelling units), must meet the design and construction requirements set forth in 24 CFR §100.205, which implements the Fair Housing Act. Owner shall maintain the Property in compliance with state and local housing codes for the Affordability Period.

Owner will allow City to conduct inspections of the Property to determine compliance with these property standards. Owner shall keep records to document compliance with these property standards.

SECTION 7. AFFIRMATIVE MARKETING OF RENTAL OR VACANT UNITS

Owner shall develop and provide City with an affirmative marketing plan to rent the HOME-assisted units within thirty (30) days of the Effective Date. Owner shall affirmatively market all of the units available for rent in a manner to attract tenants without regard to race, color, national origin, sex, religion, familial status, or disability in accordance with this plan. Owner shall comply with the provisions of 24 CFR §92.351 and the City's affirmative marketing procedures for the term of this Agreement, through the term of the Affordability Period. A copy of the City's affirmative marketing procedures is attached hereto as **Exhibit "M"** and is incorporated herein by this reference. Owner shall keep records of its efforts to provide information and otherwise to attract eligible persons from all racial, ethnic and gender groups. At a minimum, Owner shall: (a) indicate in its promotional material that the Project provides fair housing opportunities by using the Equal Housing Opportunity's logo type or slogan in all advertising; (b) display a Fair Housing poster in the rental office; (c) provide notice of the availability of the units to community groups and non-profit service organizations, such as places of worship, employment centers, fair housing groups, or housing counseling agencies; (d) where appropriate, advertise and use media, including minority outlets, likely to reach persons unlikely to apply for the housing; (e) not refrain from renting to any tenant holding a Section 8 Existing Housing Certificate, except for good cause, such as previous failure to pay rent and/or to maintain a rental unit, or the tenant's violation of other terms and conditions of tenancy; (f) comply with Section 8 Existing Housing Regulations when renting to any Section 8 tenant; (g) exercise affirmative marketing of the units when vacated; and (h) verify all information concerning the applicant or family members. Owner shall keep records necessary to comply with 24 CFR §92.508 (a)(7) to show that Owner affirmatively marketed the units in accordance with their approved plan and the City's requirements and keep records to assess the results of these actions. City will annually assess the success of these affirmative marketing actions and advise of the corrective action to be taken if affirmative marketing requirements are not met. If City amends its affirmative marketing procedures during the term of this Agreement, Owner will be notified and be obligated to comply with the new procedures in a commercially reasonable manner.

SECTION 8. REPORTS

1. Quarterly Reports: Until Owner completes the construction of the Property, Owner shall submit to the City quarterly reports of activities undertaken pursuant to this Agreement on the form attached as **Exhibit "N"**. Such reports shall include a narrative summary of progress, including but not limited to, selection of contractors, units under construction, units completed, demographic and income data on the beneficiaries, relocation issues, utilization of MBE/WBE's, Section 3 accomplishments, affirmative marketing and fair housing efforts, problems encountered, and proposed solutions. Reports shall be due by the tenth (10th) day following the close of each quarter. Quarters end as follows: March 31st, June 30th, September 30th, and December 31st. The first report shall cover the period between the day this Agreement is last executed by a party hereto and the end of the quarter in which that period is contained. Failure to submit reports when due shall constitute a material breach under this Agreement.

2. Annual Reports: Owner submit annual reports until the end of the Affordability Period. The report shall cover October 1st through September 30th which represents the City's fiscal year. The reports shall be due by the 20th of the following October. These reports shall include information

on rental and occupancy of the HOME-assisted units, family size, income level, data for income certification, occupancy, monthly rent, utility information, maintenance, and financial issues, as well as neighborhood conditions, which may affect the stability of the Project. Owner acknowledges that over the term of this Agreement, City's reporting requirements may change. If this occurs, City will notify Owner of the new reports needed and Owner agrees to comply with the new reporting procedures. City also reserves the right to request additional information as needed.

SECTION 9. PUBLIC RECORDS

1. 1. **Public Records:** Owner shall comply with 24 CFR §92.508 regarding records that must be maintained for this Project for the entire Affordability Period. The CITY reserves the right to request reasonable additional record keeping requirements. Once advised of these new requirements, Owner agree to comply with the CITY's new requirements, in a commercially reasonable manner. This section shall survive the termination of this Agreement.

Further, Owner acknowledges City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, Owner shall keep and maintain public records required by the City to perform the service.

- a. **If Owner has questions regarding the application of Chapter 119, Florida Statutes, to Owner's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.**
- b. If City's Custodian of Records requests records from Owner, Owner shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by City, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Owner shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the Owner does not transfer the records to City.
- d. Upon completion of the contract, Owner shall transfer, at no cost, to City all public records in possession of Owner or keep and maintain public records required by City to perform the service for a period of four (4) years following completion of the contract. If Owner transfers all public records to City upon completion of the Agreement, Owner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Owner keeps

and maintains public records upon completion of the Agreement, Owner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of City. Unless otherwise directed by City, all records will be transferred at the conclusion of the Agreement.

- e. Upon notice to Owner of a request to inspect or copy public records relating to City's agreement for services, Owner shall provide the records to City or allow the records to be inspected or copied within a reasonable time.
 - f. If Owner does not comply with City's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the City.
 - g. If the Owner fails to provide the public records to City within a reasonable time may be subject to penalties under Florida Statutes §119.1
 - h. Notwithstanding any of the foregoing, City shall maintain the confidentiality of any records or information that constitutes Owner's trade secrets or proprietary information and is exempt from disclosure, pursuant to Section 815.045, Florida Statutes. In the event City determines that the exemption from disclosure does not apply or that it is required by law or court order to disclose any records which may contain Owner's trade secrets or proprietary information, City will provide written notice to Owner of its determination and the legal basis for its determination prior to disseminating or publicly disclosing such records.
2. Period of Record Retention: All supporting documents shall be maintained in accordance with the requirements of 24 CFR §85.20. Owner shall maintain all records pertaining to the Project at its principal place of business for the most recent five (5) years after Project Completion, except as provided below:

For rental housing projects, records shall be retained for five (5) years after the Project Completion date; except that records of individual tenant income verifications, rents and project inspections which must be retained for five (5) years after the Affordability Period terminates.

Written agreements must be retained for five (5) years after the Affordability Period terminates.

Records covering displacements and acquisitions must be retained for five (5) years after the date by which all persons displaced from the property and all persons whose property is acquired for the Project have received the final payment to which they are entitled in accordance with 24 CFR §92.353.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

3. Owner shall comply with all Florida Public Records Statutes and maintain all documents related to the Project in accordance with Florida Public Records Statutes.

SECTION 10. MONITORING

Owner acknowledges and agrees that City will need to monitor their performance during the term of this Agreement and shall allow access, inspection, and copying of records to do so. Also, pursuant to 24 CFR §92.504(d), Owner shall assist the City in its obligation to conduct on-site inspections for compliance with this Agreement, construction progress, and compliance with property standard requirements listed herein and shall allow the City to access and inspect the Property at any time during the term of this Agreement. During the Affordability Period, Owner shall provide information as requested by the City so that the City can verify tenant incomes, rents, and other HOME requirements pursuant to 24 CFR §92.252 on an annual basis. Owner shall keep records to document compliance with these inspections and monitoring reviews and the resolutions of and findings of concern.

SECTION 11. HOME PROJECT REQUIREMENTS

1. Applicable Laws: Owner shall comply with all HOME project requirements of 24 CFR Part 92, including subpart F. If any HOME or federal regulations change during the term of the Affordability Period, City will provide notice to Owner, and Owner shall comply with the new rules, regulations, and procedures.

- a. Non-Discrimination and Equal Opportunity: Owner shall not, on the grounds of race, color, national origin, religion, or sex, exclude any person from participation in, or deny any person the benefits of this Agreement, or subject any person to discrimination. Owner shall fully comply with the requirements of 24 CFR §92.350, including the federal requirements set forth in 24 CFR Part 5, Subpart A and the nondiscrimination requirements at Section 282 of the HOME Investment Partnerships Act and keep records of its compliance.

Owner shall at all times comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d-2000d-4 (Nondiscrimination in Federally Assisted Programs) and implementing regulations contained in 24 CFR Part 1, which prohibits discrimination on the basis of race, color, and national origin in all federally assisted programs.

Owner shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101-6107) and implementing regulations in 24 CFR Part 146.

Owner shall also comply with regulations governing the accessibility of federally assisted buildings, facilities, and programs. Owner shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and implementing regulations contained in 24 CFR Part 8, which prohibits discrimination on the basis of disability and any applicable provisions of the Uniform Federal Accessibility Standards, and the applicable provisions of the Uniform Federal Accessibility Standards. To the extent feasible, at least two (2) units must be accessible to individuals with mobility impairments.

Owner shall also comply with Title II of the Americans with Disabilities Act (42 U.S.C. §12101, et seq.) and implementing regulations in 24 CFR Part 8, which prohibits discrimination against persons with disabilities in all program activities and services of a public entity. Any contracts entered into by Owner shall include a provision requiring compliance with these regulations. Owner shall keep records demonstrating compliance with these requirements including compliance with 24 CFR §92.508(a)(7).

Owner shall cooperate with the City and HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, executive orders, and all related rules and regulations.

b. Fair Housing Act: Owner shall comply with Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act-42 U.S.C. §§3601-3620), as amended, and implementing regulations at 24 CFR Part 100, et seq., Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations in 24 CFR Part 107 and shall keep all records demonstrating compliance. All housing for sale or rent assisted with HOME funds must be made available without discrimination based on race, color, national origin, age, sex, religion, familial status, or disability in accordance with fair housing laws. Additionally, Owner shall comply with Executive Order 11063 and implementing regulations in 24 CFR Part 107, which prohibits discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing, or other disposition of residential property, or in the use or occupancy of housing assisted with federal funds.

c. Equal Employment Opportunity (Non-Discrimination in Employment): Owner shall comply with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107 (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR Part 60, and the Equal Employment Opportunity Clause. Any construction contracts exceeding \$10,000 entered into by Owner, Owner, or its contractors and subcontractors shall include a provision requiring compliance with these regulations. Owner shall keep records and documentation demonstrating compliance with these regulations.

d. Copeland "Anti-Kickback" Act: Owner shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874), as supplemented by the Department of Labor regulations contained in 29 CFR Part 3.

e. Section 3 Economic Opportunity: Owner shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701(u) and implementing regulations at 24 CFR Part 135 regarding economic opportunities for low-income persons.) Owner shall comply with the "Section 3" requirements. Section 3 mandates that opportunities for training and employment arising from the use of HOME funds shall be provided to Low-Income persons residing in the program service area. Contracts for all types of work to be performed in connection with the Project shall be awarded to business concerns that are located in or owned by persons residing in the program service area. Owner shall also include this provision in contracts or subcontracts in excess of \$100,000.00. Owner shall keep records documenting compliance with these requirements as required by 24 CFR §92.508(a)(7).

f. Utilization of Minority/Women's Business Enterprises: Owner shall, to the greatest extent feasible, ensure that Minority/Women's Business Enterprises are included for consideration for participation in all construction, supply, or service contracts, if any. Owner shall also comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises), Executive Order 12432 (Minority Business Enterprise Development), and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). Owner shall keep such records necessary to comply with 24 CFR §92.508(a)(7).

g. Debarment and Suspension: Owner shall comply with the debarment and suspension requirements set forth in 24 CFR Part 5 and 24 CFR Part 24. Owner shall not enter into a contract with any person, agency, or entity that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 or 12689, "Debarment and Suspension," which are made a part of this Agreement by reference. In the

event that Owner has entered into a contract or subcontract with a debarred or suspended party, no HOME funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor. Owner shall keep copies of the debarment and suspension certifications required by 2 CFR Parts 2424 and 91 and documentation demonstrating compliance with the requirements of 2 CFR Part 2424 and 24 CFR 92.508(a)(7).

h. Anti-lobbying provision: Owner shall comply with the disclosure requirements and prohibitions of 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87 and shall so certify to the City. Owner shall complete and comply with the "Certification Regarding Lobbying", attached hereto as **Exhibit "O"** and made a part hereof by this reference. A copy of this document will be kept in each of the party's files. Owner shall also comply with the requirements for funding competition established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. §3531 et seq.).

i. Conflict of Interest:

(a) Owner shall comply with the conflict of interest provisions in 24 CFR §92.356. No person who is an employee, agent, consultant, officer, or elected official or appointed official of the City who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Owner shall keep records supporting requests for waivers of conflicts prohibited in 24 CFR §92.356. Owner shall keep records demonstrating compliance with these requirements including compliance with 24 CFR §92.508(a)(7).

(b) Neither Owner nor any of their directors, officers, employees, agents, consultants, or members shall occupy any of the HOME-assisted units.

j. Displacement and Relocation: Owner will take all necessary steps possible to minimize displacement. If displacement is unavoidable, Owner shall comply with the provisions of 24 CFR §92.353, "Displacement, Relocation, and Acquisition". Owner shall keep records of its compliance with the requirements of 24 CFR §92.353, and as specified in 24 CFR §92.508. Types of records to be kept include but are limited to project occupancy lists identifying the names and address of all persons occupying the real property on the date described in §92.353(c)(2)(i)(A), moving into the property on or after the date described in §92.353(c)(2)(i)(A) and occupying the property on completion of the Project. Records covering displacements and acquisition must be retained for five (5) years after the date by which all persons displaced from the Property and all persons who property is acquired for the Project have received the final payment to which they are entitled in accordance with 24 CFR §92.353. If federal regulations are not applicable, Owner shall comply with City policy regarding relocation.

k. Lead-Based Paint Prohibited: Owner shall not use lead-based paint in any part of any of the Home-assisted units, common elements, or in the entire Property and shall comply with 24 CFR §92.355, and the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§4851-4856), and implementing regulations in 24 CFR Part 35, subparts A, B, J and R (Subpart K must also be complied with if acquisition is part of the project.) Subpart M is also required if there is any Tenant Based Rental Assistance. Owner shall keep records demonstrating compliance with these requirements including compliance with 24 CFR §92.508(a)(7).

l. Audits and Financial Statements:

(a) Owner shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. This financial statement shall be prepared by an actively licensed public accountant.

(b) In addition, if expending more than \$500,000 of Federal awards during an operating year, Owner shall comply with the audit provisions contained in OMB Circular A-133, 24 CFR §85.26 and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Audits shall be conducted annually. Owner shall submit its annual audit to the City and within one hundred twenty (120) days of the end of Owner's fiscal year. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, Owner shall be held liable for reimbursement to the City of all funds not expended in accordance with those regulations and Agreement provisions within thirty (30) days after City has notified Owner of such non-compliance. Any reimbursement by Owner shall not preclude City from taking any other action or pursuing other remedies.

(c) Owner also agrees to allow the City's Internal Audit and Evaluation Department to conduct any audits or financial monitoring the City feels necessary at any time during the term of this Agreement or pursuant to any HUD request.

m. Uniform Administrative Requirements: Owner acknowledges that the City must comply with 24 CFR §92.505 regarding uniform administrative requirements, including OMB circular A-87 and the applicable portions of 24 CFR Part 85. If requested by the City to do so, Owner shall provide the City with such documentation and records to satisfy the City's requirements under these various provisions. Owner also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

n. Environmental Review: Owner is not required to assume responsibility for an environmental review or assessment of this program pursuant to 24 CFR Part 58, nor responsibility for initiation of an intergovernmental review of this program and its activities. However, Owner is required to provide information about its activities in order for City to comply with its responsibility under 24 CFR Part 58. Owner shall submit to City any changes to the original proposed list of tasks or Budget so that the City may evaluate this new information and conduct any further environmental review. This information must be submitted to City for approval at least 30 days prior to any commencement of work. Owner also agrees to assist City in addressing environmental issues that may arise during City's review process.

o. Contract Work Hours and Safety Standards Act: Owner shall also comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-332), and other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1, as applicable. Owner shall maintain records demonstrating compliance, including contract provisions and payroll records. All construction contracts and subcontracts entered into by Owner shall contain these labor provisions so as to cover all laborers and mechanics employed in the development of the Project, including any non-HOME-assisted units. Owner shall certify to City compliance with these provisions before making any payments under any contracts.

Owner shall maintain records demonstrating compliance with 24 CFR §92.354, including maintaining records and contract provisions and payroll records. Such documentation shall be submitted to City for review in accordance with the Department of Labor regulations.

p. Compliance with Davis-Bacon Act. Owner shall comply with 24 CFR §92.354, and the

requirements of the Secretary of Labor contained in the Davis-Bacon Act (40 U.S.C. §276(a) to (a-7)), as amended, and as supplemented and implemented by the Department of Labor regulations in 29 CFR Parts 1-7. (Use General Decision Number: FL20220078 02/25/2022, attached hereto as Exhibit "P")

q. Violence Against Women Act (VAWA). Owner shall comply with 24 CFR §92.359 in order to meet all the Violence Against Women Act (VAWA) requirements, including notification requirements, bifurcation of lease requirements, development of a VAWA lease or lease addendum, and obligations under the Emergency Transfer Plan for the duration of the Affordability Period.

r. Broadband Infrastructure. Installation of high-speed broadband is a requirement for projects with four (4) units or more.

s. Build America, Buy America (BABA) – Owner shall comply with the Build America, Buy America Act, enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021 which establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States. For purposes of this requirement, buildings and real property are considered infrastructure projects. Owner may request a BABA waiver if (1) a waiver is in the public interest, (2) the types of iron, steel, manufactured products or construction materials are not produced in the United States in sufficient and reasonable available quantities or satisfactory quality, or (3) the application of the domestic content preference would increase the cost of the overall project by more than 25 percent.

SECTION 12. ENFORCEMENT OF AGREEMENT - DEFAULTS AND REMEDIES

1. Events of Default: The following shall constitute an 'Event of Default' under this Agreement:

(a) if Owner fails to comply with any HOME Program regulation, which is not cured during any applicable grace period, including, but not limited to, 42 U.S.C. §§12701-12839, 24 CFR Part 92;

(b) if Owner fails to comply with any of the terms contained in this Agreement or uses the funds other than as authorized by this Agreement or any of the other documents executed in connection with this Project;

(c) if Owner fails to timely comply with audit requirements;

(d) if Owner fails to expend HOME funds in a timely manner or fails to meet any of the time requirements as set forth in this Agreement;

(e) if Owner fails to rehabilitate the Property as required by this Agreement;

(f) if Owner fails to rent any of the HOME-assisted units to Eligible Persons at the Affordable rents during the duration of the Affordability Period as required by this Agreement;

(g) if Owner is deemed in default under any other HOME or SHIP agreements it has with the City relating to this Project or any other project or under the terms of other financing or mortgages

used for the Property or any other projects and said default extends beyond the applicable cure period provided in said documents;

(h) if at any time any material representation or omission made by Owner

in any written certification or communication submitted by Owner to City in an effort to induce the making of this loan or the administration thereof is determined by City to be false, misleading, or incorrect in any material manner;

(i) if Owner does not disclose to City, upon demand, the names of all persons with whom Owner has contracted or intends to contract with for the construction or management of any portion of the Property, including contracts for services and/or labor;

(j) if Owner fails to pay any sum when due under this Agreement, the Note, or other documents executed in connection with this Project; or

(l) if any other default or breach shall occur under the Note, Mortgage, Declaration of Restrictive Covenant, or any other Loan Documents executed in connection with this loan by the City.

Notwithstanding any of the foregoing provisions to the contrary, prior to any noncompliance with the terms of this Agreement being deemed a default, breach or Event of Default, Owner shall be entitled to prior written notice and 30 days after receipt thereof (except with regards to (a) above), to cure the same, or longer if such cure is diligently pursued. Further, if Owner has failed if Owner fails to cure any default prior to the expiration of any stated applicable cure period, City may, at its sole option, cure such default, provided, however, that City shall be under no duty or obligation to do so.

2. **No Waiver:** Failure of City to declare a default shall not constitute a waiver of any rights by the City. Furthermore, the waiver of any default by the City shall in no event be construed as a waiver of rights with respect to any other default, past or present.

3. **Remedies:** Upon the occurrence of any Event of Default or any other breach of this Agreement, City shall be free to take many actions including, but not limited to terminating this Agreement, retaining all undisbursed funds, accelerating the loan to maturity and demanding payment from Owner for all amounts disbursed to Owner, and/or exercising all rights and remedies available to it under the terms of this Agreement, or other Loan Documents, statutory law, equity or under common law. Additional examples of actions City may take include, but are not limited to:

(a) direct Owner to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, time tables, and milestones necessary to implement the affected activities;

(b) establish and follow a management plan that assigns responsibility for carrying out the remedial actions;

(c) cancel or revise activities likely to be affected by the performance deficiency, before expending HOME funds for the activities;

(d) reprogram HOME funds that have not yet been expended from activities to offer eligible activities or withhold HOME funds;

(e) direct Owner to reimburse City for any amounts not used in accordance with the requirements of 24 CFR Part 92 or this Agreement;

(f) suspend disbursement of HOME funds;

(g) debarment or suspension; limited further funding opportunities;

(h) other appropriate action including, but not limited to any action legally available such as litigation, declaratory judgment, specific performance, damages, injunctions, enforcement of the Declaration of Restrictive Covenant, termination of the Agreement, or any other available remedies; or

(i) City may also exercise any one or more of the actions contained in 24 CFR §85.43(a) (1-5) or §85.44.

All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy which City may have available to it.

SECTION 13. INDEMNIFICATION

Owner agrees to be liable for any and all damages, losses, and expenses incurred by the City caused by the acts and/or omissions of Owner or Owner, or any of its employees, agents, sub-contractors, representatives, or the like. Owner agrees to indemnify, defend, and hold the City harmless for any and all claims, suits, judgments or damages, losses and expenses, including, but not limited to, court costs, expert witnesses, consultation services, and attorney's fees arising from any and all acts and/or omissions of City, or any of its employees, agents, sub-contractors, representatives, or the like, except to the extent caused by the City's gross negligence or willful misconduct. Notwithstanding, nothing in this Agreement shall be construed as a waiver by City of its rights to statutory sovereign immunity pursuant to FS §768.28.

SECTION 14. INSURANCE

Without limiting Owner's indemnification, Owner shall maintain in force at all times during the performance of this Agreement, all appropriate policies of insurance hereinafter described concerning its operations. Certificates with valid and authorized endorsements evidencing the maintenance and renewal of such insurance coverage shall be delivered to the City thirty (30) days prior to commencement of construction. City shall be given notice in writing at least thirty (30) calendar days in advance of cancellation or modification of any policy of insurance. City, its officers and employees shall be named as an additional named insured on all policies of liability insurance.

(a.) All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of Owner's performance of the Agreement. The required certificates shall be furnished by Owner prior to execution of this Agreement.

At least thirty (30) calendar days prior to the expiration of any of the above-referenced insurance policies, Owner, shall provide City with evidence of the renewal of said insurance policies in a form satisfactory to City.

The policies of insurance which must be secured are:

1. Commercial General Liability Insurance: Owner must secure commercial general liability insurance to include, but not be limited to, bodily injury and property damage coverage. The policy's limit liability amount shall not be less than Five Hundred Thousand Dollars (\$500,000) per person/per occurrence for bodily injury to, or death to one or more than one person and not less than One Hundred Thousand Dollars (\$100,000) per occurrence for property damage.
2. Workers' Compensation Coverage: All employees of Owner must be included under such policy in an amount and with coverage to meet all requirements of Florida law.
3. Flood Insurance: Owner shall provide flood insurance as required under applicable HUD regulations.
4. Builder's Risk. During the rehabilitation of the Property, Owner shall have insurance in effect to cover all risks or damages to the Property.
5. Property Insurance. Owner must obtain property insurance for the fair market value of the Property.

SECTION 15. APPLICABLE LICENSING

Owner, at its sole expense, shall obtain all required Federal, State, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 16. BANKRUPTCY OR INSOLVENCY

If Owner files a Petition in Bankruptcy, or if it is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Owner shall be appointed in any proceeding brought by or against the Owner, or if the Owner shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Owner's operations of the premises, City may terminate this Agreement immediately.

SECTION 17. ASSIGNMENT

This Agreement shall only be assignable by the Owner upon the express written consent of the City.

SECTION 18. SEVERABILITY

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the Parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 19. WAIVER

Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 20. NOTICE

The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to City. All notices required and/or made pursuant to this Agreement to be given to City shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

City: City of Kissimmee Development Services Department
Craig M. Holland, Director
101 Church Street
Kissimmee, FL 34741-5054

Owner: Osceola Mental Health, Inc. d.b.a. Park Place Behavioral Health Center
James A. Shanks, President & CEO
206 Park Place Behavioral Health Care
Kissimmee, FL 34741

With a copy to:
Nelson Mullins Riley & Scarborough LLP
390 N. Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Hollie A. Croft, Esq.

SECTION 21. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 22. HEADINGS

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 23. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 24. EQUAL OPPORTUNITY EMPLOYER

City is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. City will further ensure that all individuals, corporations, or other entities it utilizes for the project will comply with all equal opportunity employment laws.

SECTION 25. EQUAL OPPORTUNITY PARTICIPATION

Owner agrees that no person shall on the grounds of race, color, gender, age, disability, or national origin be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity. Owner further assures every effort will be made to ensure nondiscrimination in all of its program activities.

SECTION 26. AUDITING, RECORDS AND INSPECTION

In the performance of this Agreement, Owner shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of City and shall be retained by Owner for a period of five (5) years after the termination or completion of this Agreement or until a full City audit is completed, whichever comes first. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. City also has the right to conduct an audit within sixty (60) days from the Effective Date to determine whether the Owner has the ability to fulfill its contractual obligations to the satisfaction of City. City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 27. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, Owner must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, Owner must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the

employment eligibility of all new hires working in the United States, Owner may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 28. COMPLIANCE WITH ALL LAWS

Owner, at their sole expense, shall comply with all Laws, Ordinances, Judicial Decisions, Orders, and Regulations of Federal, State, County, and municipal governments, as well as their respective Departments, Commissions, Boards, and Officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 29. SURVIVAL

All provisions of this Agreement intended to survive or to be performed subsequent to the end of the period of this Agreement shall survive termination of the Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement, each upon the date set forth next to his/her name.

Signed in the presence of two witnesses:

OWNER

Richard C. Barlow
Signature

Osceola Mental Health, Inc. d.b.a. Park
Place Behavioral Health Care, a Florida
not for profit corporation

Print Name: Richard C. Barlow

Natalie Muller
Signature

By: *James A. Shanks*

Name: JAMES A. SHANKS

Print Name: Natalie J Muller

Title: PRESIDENT/CEO

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF OSCEOLA

THE FOREGOING was acknowledged before me this 8th day of December, 2022, by James A. Shanks, as President/CEO of Osceola Mental Health, Inc. d.b.a. Park Place Behavioral Health Care, a Florida not for profit corporation. ☒ He/She ☐ is personally known to me or ☐ who has produced _____ as identification.

Marisol Melo

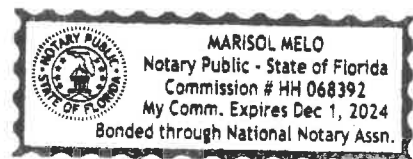
NOTARY PUBLIC

Print Name: Marisol Melo

My Commission Expires:

12/1/2024

SIGNATURES CONTINUE ON THE NEXT PAGE



Signed in the presence of two witnesses:

Richard C Barber
Signature

Print Name: Richard C Barber

Natalie J Mullett
Signature

Print Name: Natalie J Mullett

OWNER

Osceola Mental Health, Inc. d.b.a. Park
Place Behavioral Health Care, a Florida
not for profit corporation

By: James A. Shanks

Name: JAMES A. SHANKS

Title: PRESIDENT/CEO

ATTEST:

By: _____
Linda Hansell, City Clerk

**CITY OF KISSIMMEE, FLORIDA,
a municipal corporation**

By: _____
Mayor
Date: _____

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

MATHEWS ADDN PB A PG 6 BLK D LESS BEG AT INT OF S R/W RR AND W R/W CLYDE AVE, S
3.61 FT TO NON-TAN CURVE, CONC SWLY, RAD 32.50 FT, (CH N 49 DEG W 3.10 FT), NWLY
ALONG CURVE 3.10 FT TO POC, CONC SWLY, RAD 1 FT, (CH N 69 DEG W .62 FT), NWLY ALONG
CURVE .63 FT, N 87 DEG W 29.72 FT, E 32.62 FT TO POB

EXHIBIT "B"

**INCOME LIMITS
PERSONS ELIGIBLE AND QUALIFIED TO RECEIVE SAID SERVICES AS ESTABLISHED
BY THE U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT (HUD) 2022**

	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
VERY LOW INCOME	29,050	33,200	37,350	41,450	44,800	48,100	51,400	54,750
60% LIMITS	34,860	39,840	44,820	49,740	53,760	57,720	61,680	65,700
LOW INCOME	46,450	53,050	59,700	66,300	71,650	76,950	82,250	87,550

EXHIBIT "C"

PROMISSORY NOTE

\$400,000.00

_____, 2022

Kissimmee, Florida

For value received, the undersigned promises to pay the City of Kissimmee, a Florida municipal corporation, the principal sum of **Four Hundred Thousand Dollars and 00/100 (\$400,00.00)**. Said principal shall be payable at 101 Church Street, Kissimmee, FL 34741, or at such other place as the holder hereof may designate in writing, in one (1) principal installment of **Four Hundred Thousand Dollars and 00/100 (\$400,00.00)** due on _____, 2042; provided, however, that if the undersigned is in full compliance with that certain HOME Program Agreement and all agreements between the undersigned and the City through the Affordability Period or undersigned has cured any defaults thereunder, then the debt evidencing this Note shall be marked cancelled by the lender. This Note will not bear interest.

Notwithstanding the above, at the option of the City, this Note shall become immediately due and payable, upon the occurrence of any of the following events (each an "Event of Default"): (i) failure to pay any sum when due under this Note, the HOME Program Agreement, or such other documents executed in connection with this Project, and such failure continues for ten (10) days after written notice by City to the undersigned; (ii) failure to comply with any HOME Program regulations including, but not limited to, 42 U.S.C. §§12701-12839, 24 CFR Part 92; (iii) failure to comply with any of the terms contained in the HOME Program Agreement or uses the funds other than as authorized by the HOME Program Agreement or any of the other documents executed in connection with this Project; (iv) failure to timely comply with audit requirements; (v) failure to expend HOME funds in a timely manner or fails to meet any of the time requirements as set forth in the HOME Program Agreement; (vi) failure to build the Property as required by the HOME Program Agreement; (vii) failure to rent the HOME-assisted units to Eligible Persons at Affordable rents for the Affordability Period as required in the HOME Program Agreement; (viii) if a CHDO, failure to maintain CHDO status for the duration of the HOME Program Agreement; (ix) the undersigned is deemed in default under the HOME Program Agreement with the City or any other HOME or SHIP agreements it has with the City even if unrelated to this Project or Property or is in default under the terms of other financing or mortgages used for the Property and said default extends beyond the applicable cure period provided in said documents; (x) if at any time any material omission or material representation made by the undersigned in any written certification or communication submitted by the undersigned to the City in an effort to induce the making of this loan or the administration thereof is determined by the City to be false, misleading, or incorrect in any material manner; (xi) failure to disclose to the City, upon demand, the names of all persons with whom the undersigned has contracted or intends to contract with for the construction or management of any portion of the Property, including contracts for services and/or labor; or (xii) if any other default or breach of any term shall occur under the Note, Mortgage, or any Loan Documents, and such failure continues for thirty (30) days after notice, or longer if necessary to cure and cure is being diligently pursued. To the extent notice and cure is not provided above, the undersigned shall be entitled to prior notice and 30 days thereafter to cure any default, or longer if necessary to cure and cure is being diligently pursued, before the City exercises its rights or remedies hereunder.

The holder hereof may exercise this option to accelerate upon an Event of Default, provided said Event of Default extends beyond the applicable cure period, by the undersigned regardless of any

prior forbearance. In the event of any default under this Note, and if the same is referred to an attorney at law for collection, or any action at law or in equity is brought with respect hereto, the undersigned shall pay the holder hereof all expenses and costs, including, but not limited to, reasonable attorney's fees.

The maker of this Note hereby waives demand, presentment, notice of dishonor, and protest. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

The debt evidenced by this Note is secured by a Mortgage and Security Agreement of even date herewith (the "Mortgage"), covering the property described in **Exhibit "A"** (the "Property"), on all eleven (11) designated HOME-assisted units as more fully described in the Mortgage and HOME Program Agreement.

The term "Loan Documents" when used herein shall mean, collectively, the following documents: (i) this Note; (ii) the Mortgage; (iii) the HOME Program Agreement between the City of Kissimmee and Atlantic Housing Partners L.L.P. and Vineland Landings Partners, Ltd. ("HOME Program Agreement"); (iv) Declaration of Covenants and Restrictions; and (v) all other documents or agreements arising under, related to, or made in connection with, the loan evidenced by this Note, as such Loan Documents may be amended. All persons to whom this Note may come are referred to the Mortgage, the HOME Program Agreement, and other Loan Documents for their effect on this Note. All terms not defined herein shall have the meaning ascribed to such terms in the HOME Program Agreement.

The validity of this Note and the other Loan Documents, each of their terms and provisions and the rights and obligations of the undersigned under this Note, and the other Loan Documents shall be governed by, interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Florida. The undersigned agrees that any controversy arising under or in relation to this Note, HOME Program Agreement, the Mortgage or any other Loan Documents shall be litigated exclusively in the State of Florida. The state and federal courts and authorities with jurisdiction in the State of Florida shall have exclusive jurisdiction over all controversies which may arise under or in relation to this Note, including without limitation those controversies relating to the execution, interpretation, breach, enforcement or compliance with this Note, the Mortgage, or any other issue arising under, related to, or in connection with any of the Loan Documents. The undersigned irrevocably consents to service, jurisdiction, and venue of such courts for any litigation arising from this Note, Mortgage, or any of the other Loan Documents, and waives any other venue to which it might be entitled by virtue of domicile, habitual residence, or otherwise.

The provisions of this Note, the Mortgage, HOME Program Agreement, and all other Loan Documents shall be binding on the successors and assigns, including, but not limited to, any receiver, trustee, representative or other person appointed under foreign or domestic bankruptcy, receivership, or similar proceedings of the undersigned and any person having an interest in the undersigned.

The enforcement of this Note and the other Loan Documents shall be nonrecourse to the undersigned and its members. Lender's sole recourse against undersigned and its members for the payment thereof shall be the collateral under the Mortgage.

By signing below, the undersigned accepts and agrees to the covenants and agreements contained in this Note.

OWNER

**Osceola Mental Health, Inc. d.b.a. Park
Place Behavioral Health Care, a Florida
not for profit corporation**

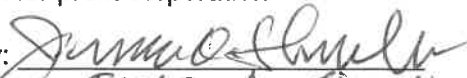
By: 
Name: JAMES A. SHANKS
Title: PRESIDENT/CEO

EXHIBIT "D"

MORTGAGE

THIS MORTGAGE (hereinafter "Mortgage") is made this ____ day of _____, 2022, by the Mortgagor, and **Osceola Mental Health, Inc., d.b.a. Park Place Behavioral Health Care** with a principal address of 206 Park Place Behavioral Health Care, Kissimmee Florida 34741 (hereinafter referred to as "Borrower"), in favor of the Mortgagee, **City of Kissimmee**, a Florida municipal corporation with a principal address of 101 Church Street, Kissimmee, FL 34741 (hereinafter "Lender").

WHEREAS, Borrower and Lender have entered into an HOME Program Agreement (the "HOME Agreement"), a copy of which is on file in the City Clerk's Office for the City of Kissimmee and the definitions and terms of which are incorporated herein by this reference as if fully set forth herein, and which provides, among other things, that the Lender will loan to Borrower HOME funds to be used towards the construction of twelve (12) units, located in the Dillingham Apartments at 511 N. Dillingham Avenue, Kissimmee, Florida, in which 12 units shall be designated as HOME-assisted units for rent to Very Low and Sixty Percent Income persons or families, as applicable, at Affordable rents and upon such other terms as set forth in the HOME Agreement; and

WHEREAS, to ensure, among other things, that the HOME-assisted units are rented to Very Low and Sixty Percent persons or families at Affordable rents and on the terms set forth in the HOME Agreement, Borrower have executed a note in favor of Lender in the principal sum of ***Four Hundred Thousand Dollars and 00/100 (\$400,000.00) - \$200,000 in HOME funds and another \$200,000.00 in ARP funds***, which indebtedness is evidenced by Borrower's promissory note dated of even date herewith (hereinafter "Note"), a copy of which is attached hereto as **Exhibit "A"**, due and payable as provided in the Note.

To secure to Lender (a) the indebtedness evidenced by the Note, and all renewals, extensions, and modifications thereof; (b) the performance of the covenants and agreements of Borrower contained in the Note between Lender and Borrower; (c) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; (d) the performance of the covenants and agreements contained in the HOME Agreement between the Lender and Borrower; and (e) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant, convey and assign to Lender the benefit of a lien on, and a security interest in any fee simple interest Borrower may acquire now or in the future in and to the following described real property located in Osceola County, Florida:

See Attached Exhibit "B"

Together with all if Borrower's right, title and interest in all buildings, structures, improvements, and tenements now or hereafter erected on the Property; all heretofore or hereafter vacated alleys and streets abutting the Property, and all easements, streets, ways, alleys, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and therefor; all rents, royalties, mineral, oil and gas rights and profits, water rights and water stock appurtenant to the Property; all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in or on, or used or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; all elevators and related machinery and

equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants; all leasehold estates and all leases or subleases of the Property, or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Borrower thereunder, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature; all rents, profits, issues and revenue of the Property and the buildings on the Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; all machinery, apparatus, equipment, fittings, fixtures and tangible personal property of every kind and nature whatsoever now or hereafter located on the Property or in any buildings or improvements upon the Property, or any part thereof, and used or usable in connection with the construction of or any occupancy of any buildings on the Property or the operation of the Property and all additions thereto; and all proceeds, products, substitutions, additions, renewals, accessions and replacements of any of the foregoing items. All of the foregoing real and personal property herein referred to as the "Property").

TO HAVE AND TO HOLD the said Property unto the Lender until the payment in full or forgiveness of the Note and the performance of all obligations under the Loan Documents (as defined in the HOME Agreement) through the date of such payment or forgiveness, in fee simple.

To protect the security of this Mortgage, Borrower further covenants, warrants and agrees with Lender as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay all payments provided for in the Note, any prepayment and late charges provided in the Note and all other sums secured by this Mortgage and shall otherwise comply with all the terms in the Note and this Mortgage.
2. **HOME Agreement.** The indebtedness that is secured by this Mortgage and is the subject of the Note shall be advanced pursuant to the covenants and conditions of the HOME Agreement between Borrower and Lender, all of which terms are incorporated herein by reference and made a part of this Mortgage with the same force and effect as if fully set forth in this Mortgage.

Funds for Taxes, Assessments, Charges, Liens. Borrower shall pay all water and sewer rates, rents, taxes, ad valorem taxes, assessments, premiums, insurance and other impositions attributable to the Property by Borrower making payment when due, directly to the payee thereof, or in such other manner as Lender may designate in writing. Upon request, Borrower shall promptly furnish to Lender all receipts evidencing such payments. Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property, or shall transfer to bond any claims of lien filed by any such persons.

Leases, Subleases and Easements. Borrower, at Borrower's sole cost and expense, shall maintain and cause to be performed, all of the covenants, agreements, terms, conditions and provisions on its part to be kept, observed and performed under any lease, sublease or easements, which may constitute a portion of or an interest in the Property; shall require its tenants or subtenants to keep, observe and perform all of the covenants, agreements, terms, conditions and provisions on their part to be kept, observed or performed under any and all leases, subleases, or easements; and shall not suffer or permit any breach or default to occur with respect to the foregoing; and in default thereof, Lender shall have the right to perform or to require performance of any such covenants, agreements, terms, conditions and provisions of any lease, sublease or easements. Except in the ordinary course of business, Borrower shall not, without

the consent of Lender, consent to any modification or amendment of any lease, sublease or easement or to the, cancellation, termination or surrender of any lease, sublease or easement. Borrower shall not enter into any lease, sublease, or easement or make any modification or amendment that would violate any terms of the HOME Agreement or violate any of the HOME regulations governing this Property.

5. **Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all times satisfactory to Lender against loss by fire, hazards included within the term "extended coverage", rent loss and such other hazards, casualties, liabilities and contingencies as Lender shall require and in such amounts and for such periods as Lender shall require. Borrower shall also maintain commercial general liability insurance with Lender named as an additional insured in such amounts and for such periods as Lender may require. Borrower shall also maintain worker's compensation insurance, subject to the statutory limits of the State of Florida, and employer's liability insurance with a limit of no less than \$500,000.00 per accident, per employee.

All premiums on the foregoing insurance policies shall be paid by Borrower making payment, when due, directly to the carrier, or in such other manner as Lender may designate in writing.

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies or certificate of insurance with regard thereto, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty (30) days prior to the expiration date of a policy, Borrower shall deliver to Lender a renewal policy in form satisfactory to Lender.

In the event of loss, Borrower shall give immediate written notice to the insurance carrier and Lender. During the continuance of an Event of Default, Borrower hereby authorizes and empowers Lender as attorney in fact for such Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder. Borrower further authorizes Lender, at Lender's option, (a) to hold the balance of such proceeds to be used to reimburse Borrower for the cost of reconstruction or repair of the Property, or (b) to apply the balance of such proceeds to the payment of the sums secured by this Mortgage, whether or not then due. Lender shall permit the proceeds to be used to reconstruct if Borrower demonstrates there are sufficient funds for reconstruction and Borrower is not otherwise in default hereunder.

If the insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Lender may reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this Mortgage, any such application of proceeds to principal shall not extend or postpone the due dates of any future installments. If the Property is sold or if Lender acquires title to the Property, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any

damage to the Property prior to such sale or acquisition.

6. **Preservation and Maintenance of the Property.** Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the standards required by HUD and its property standards requirement, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations, and requirements of any governmental body applicable to the Property, and cure any violations within the time permitted by the applicable governing body, (f) shall use and operate, and shall require its lessees or licensees to use or operate, the Property in compliance with all applicable laws, ordinances, regulations, covenants, conditions and restrictions and with all applicable requirements of any lease or sublease now or hereafter affecting the Property, (g) shall operate and maintain the Property in a manner to ensure compliance with applicable U.S. Department of Housing and Urban Development (HUD) and HOME regulations, and (h) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this Mortgage or the rights or powers of Lender. Neither Borrower nor any tenant or other person shall remove, demolish or alter any non-obsolete improvement now existing or hereafter erected on the Property or any fixture, equipment, machinery or appliance in or on the Property except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

7. **Use of Property.** Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Mortgage was executed. Borrower shall not initiate or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.

8. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option after notice to the Borrower, may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to, (i) disbursement of attorney's fees, (ii) entry upon the Property to make repairs, and (iii) procurement of satisfactory insurance as provided in paragraph 5 hereof.

Any amounts disbursed by Lender pursuant to this paragraph shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be immediately due and payable upon demand by Lender and shall bear interest from the date of disbursement at the Event of Default rate stated in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

9. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property at any time. If the Property requires repair, care or attention, after

notice to Borrower, Lender may enter or cause entry to be made on the Property to repair, protect and maintain the Property as Lender may deem necessary after notice to the Borrower. Any and all money that the Lender must pay to accomplish the proper maintenance on the Property shall become due and payable under the provisions of the above paragraph.

10. **Books and Records.** Borrower shall keep and maintain at all times at Borrower's address stated above, or such other place as Lender may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Property, compliance with all applicable HOME and federal regulations, compliance with the HOME Agreement and copies of all written contracts, leases and other mortgages or other interests which affect the Property. Such books, records, contracts leases, other documentation and mortgages shall be subject to examination and inspection at any reasonable time by Lender. Upon Lender's request, Borrower shall furnish to Lender, within one hundred and twenty (120) days after the end of each fiscal year of Borrower, a balance sheet, a statement of income and expenses of the Property and a statement of changes in financial position, each in reasonable detail and certified by Borrower and, if Lender shall require, by an independent certified public accountant.

11. **Condemnation.** Borrower shall promptly give written notification to Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Borrower shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Borrower authorizes Lender, at Lender's option, as attorney in fact for Borrower, to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking (provided, however, that so long as no Event of Default then exists, no compromise or settlement shall be made without the Borrower's consent, which consent shall not be unreasonably withheld). The proceeds of any award or payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender.

Borrower authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to restoration or repair of the Property or to payment of the sums secured by this Mortgage, whether or not then due, with the balance, if any, to Borrower.

12. **Assignment of Rents.** Borrower hereby collaterally assigns and transfers to Lender all the leases, subleases, franchises, rents, issues and profits of the Property, and hereby gives to and confers upon Lender the right, power and authority to collect such rents, issues and profits as herein set forth. Borrower irrevocably appoints Lender its true and lawful attorney-in-fact for such purposes. Upon the occurrence and during the continuance of an Event of Default, not cured within any applicable grace period, under this Mortgage, Lender shall have the right, at its option, immediately and without further legal action being necessary, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Borrower or Lender, for all such rents, issues and profits and apply the same to the indebtedness secured hereby; provided, however, that Borrower shall have the right to collect, use and retain such rents, issues and profits (but not more than one month in advance) prior to or so long as there is not the continuance of an Event of Default under this Mortgage.

13. **Collection of Rents Upon Event of Default.** Upon and during the continuance of any Event of Default under this Mortgage, Lender may, at any time without notice, either in person,

by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property (but only by way of a court-appointed receiver or court order), or any part thereof, in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Lender may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Property, or the application thereof as aforesaid, shall not cure or waive any Event of Default or notice of Event of Default hereunder or invalidate any act done in response to such Event of Default or pursuant to such notice of Event of Default.

14. **Restriction on Further Assignments or Modifications.** Except in connection with Florida Housing Finance Corporation ("FHFC") SAIL Program Loan, FHFC ELI Program Loan, FHFC NHTF Program Loan and the Osceola County HOME-ARP Grant (the "Senior Mortgages"), Borrower shall not, without the prior written consent of Lender, assign the rents, issues or profits, or any part thereof, from the Property or any part thereof, and shall not consent to the modification, cancellation or surrender of any lease or sublease covering the Property. However, Borrower shall not enter into any lease, sublease, or easement, or make any modification or amendment that would violate any terms of the HOME Agreement or violate any of the HOME regulations governing this property. An action of Borrower in violation of the terms of this section shall be void as against Lender in addition to being an Event of Default under this Mortgage after applicable notice and cure periods. Lender agrees that its consent of any refinancing of the Senior Mortgages and subordination to any such refinancing request will not be unreasonably withheld.

Borrower shall not, without the consent of Lender after the occurrence of an Event of Default, consent to the cancellation or surrender of, accept prepayment of rents, issues or profits more than thirty (30) days in advance under, any lease or sublease now or hereafter covering the Property or any part thereof, nor modify any such lease or sublease so as to shorten the term, decrease the rent, accelerate the payment of rent, or change the terms of any renewal option; and any such purported assignment, cancellation, surrender, prepayment or modification made without the written consent of Lender shall be void as against Lender. Borrower shall, upon demand of Lender, enter into an agreement with Lender with respect to the provisions contained in the preceding provision regarding any lease or sublease covering said Property or any part thereof, and Borrower hereby appoints Lender attorney-in-fact of Borrower to execute and deliver any such agreement on behalf of Borrower and deliver written notice thereof to the tenant to whose lease such agreement relates. Borrower agrees to furnish to Lender a copy of all leases, any modification of any lease presently in effect and copies of all future leases affecting the Property covered by this Mortgage, and failure to furnish to Lender a copy of any modification of a lease or a copy of any future lease affecting said Property shall be deemed an Event of Default under this Mortgage after applicable notice and cure periods.

All leases or subleases hereafter entered into by Borrower with respect to the Property or any part thereof shall be subordinate to the lien of this Mortgage.

15. **Uniform Commercial Code Security Agreement.** This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a security interest in said items. Borrower agrees that Lender may file this Mortgage, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Mortgage or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition,

Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproductions of this Mortgage in such form as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Except for the Senior Mortgages, without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Mortgage, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in this Mortgage as to such items.

In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in this Mortgage.

16. **Events of Default.** The following shall constitute an Event of Default under this Mortgage:

- (a) failure to pay any sum when due under the Note, this Mortgage or other documents executed in connection with this Project and such failure continues for ten (10) days after written notice by Lender to Borrower;
- (b) failure to comply with any HOME Program regulations including, but not limited to, 42 U.S.C. §§12701-12839, 24 CFR Part 92;
- (c) failure to comply with any of the terms contained in the HOME Agreement or uses the HOME funds other than as authorized by the HOME Agreement;
- (d) failure to timely comply with audit requirements;
- (e) failure to expend HOME funds in a timely manner or fails to meet any of the time requirements as set forth in the HOME Agreement;
- (f) failure to renovate the Property as required by the HOME Agreement;
- (g) failure to rent the HOME-assisted units to Eligible Persons at Affordable rents for the Affordability Period as required in the HOME Agreement;
- (h) if a CHDO, failure to maintain CHDO status for the duration of the HOME Agreement;
- (i) Borrower is deemed in default under any other HOME or SHIP agreements it has with the Lender even if unrelated to this Project or Property or is in default under the terms of other financing or mortgages used for the Property or other projects and said default extends beyond the applicable cure period provided in said documents;
- (j) if at any time any material omission or material representation made by Borrower in any written certification or communication submitted by Borrower to the Lender in an effort to induce the making of this loan or the administration thereof is determined by the Lender to be false, misleading, or incorrect in any material manner at the time made; or

(k) if any other default or breach of any term shall occur under the Note, Mortgage or any Loan Documents.

Notwithstanding any of the foregoing provisions to the contrary, prior to any noncompliance with the terms of this Agreement being deemed a default, breach, or Event of Default, Borrower shall be entitled to prior notice and 30 days (10 days in the case of (a) above) to cure the same. If Borrower has failed to cure any Event of Default by any applicable cure period, the Lender may, at its sole option, cure such Event of Default, provided, however, that the Lender shall be under no duty or obligation to do so.

17. **Remedies.** Upon the occurrence and during the continuance of any Event of Default, or any other breach of this Mortgage, Lender may declare Borrower in default and the remedies available to Lender shall include, but not necessarily be limited to, any one or more of the following: (i) Lender may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding; (ii) Lender may take immediate possession of the Property or any part thereof by way of a court-appointed receiver as discussed in this Mortgage and manage, control or lease the same to such person and at such rental as it may deem proper and collect all rents, issues and profits therefrom; and (iii) Lender shall be free to terminate the HOME Agreement, withhold all funding and/or exercise all rights and remedies available to it under the terms of the HOME Agreement, the Loan Documents, under statutory law, federal or under common law. The City may also exercise any one or more of the actions contained in 24 CFR §85.43(a)(1-5).

18. **Remedies Cumulative.** Each remedy provided in this Mortgage is distinct and cumulative to all other rights or remedies under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively, in any order whatsoever.

19. **Borrower and Lien Not Released.** From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower or any junior lien holder, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Mortgage, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, with the consent of Borrower, release from the lien of this Mortgage any part of the Property, take or release other or additional security, re-convey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, or join in any extension or subordination agreement. Any actions taken pursuant to this paragraph shall not affect the obligation of Borrower to pay the sums secured by this Mortgage and to observe the covenants of Borrower contained herein and shall not affect the lien or priority of lien hereof on the Property. Borrower shall pay Lender title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.

20. **No Waiver.** Failure of the Lender to declare an Event of Default shall not constitute a waiver of any rights by the Lender. Furthermore, the waiver of any Event of Default by the Lender shall in no event be construed as a waiver of rights with respect to any other Event of Default, past or present.

21. **Appointment of Receiver; Lender in Possession.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage which is not cured within any applicable cure period, Lender may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Property in

order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. In the event Lender elects to seek the appointment of a receiver for the Property upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage after applicable notice and cure periods, Borrower hereby expressly consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for managing the Property.

22. **Transfers of the Property or Beneficial Interests in Borrower; Assumption.** On sale or transfer of all or any part of the Property, or any interest therein, in any manner inconsistent with the HOME Agreement, Lender may, at Lender's option, declare all of the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by this Mortgage or by state or federal law.

23. **Notice.** Except for any notice required under applicable law to be given in another manner, each notice, demand, consent or other approval (collectively, "notices" and singly, "notice") given under the Note, this Mortgage and any other Loan Document, shall be in writing to the other party, and if to Borrower, at its address set forth at the beginning of the Mortgage, and if to Lender, at its address set forth at the beginning of the Mortgage, or at such other address as such party may designate by notice to the other party and shall be deemed given (a) three (3) Business Days after mailing, by certified U.S. mail, return receipt requested, postage prepaid; (b) one (1) Business Day after delivery, fee prepaid, to a national overnight delivery service; or (c) when delivered, if personally delivered with proof of delivery thereof.

Borrower and Lender each agrees that it will not refuse or reject delivery of any notice given hereunder, that it will acknowledge, in writing, the receipt of the same upon request by the other party and that any notice rejected or refused by it shall be deemed for all purposes of this Mortgage to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service. As used in the Mortgage, the term "Business Day" means any day other than a Saturday, a Sunday or any other day on which Lender is not open for business.

24. **Successors and Assigns Bound; Joint and Several Liability; Agents; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

25. **Governing Law and Severability.** This Mortgage shall be governed by the law of the State of Florida. In the event that any provision of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to this end, the provisions of this Mortgage and the Note are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in this Mortgage or in the Note, whether considered separately or together with other charges levied in connection with this Mortgage and the Note, violates such law, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation.

26. **Waiver of Statute of Limitations.** Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce the Note or any other obligation secured by this Mortgage.

27. **Attorney's Fees.** If this Mortgage is placed in the hands of an attorney for the collection of any sum payable hereunder or the enforcement of any provisions contained herein, Borrower agrees to pay all costs of collection, including attorneys' fees, including those in all appellate and bankruptcy proceedings incurred by Lender, either with or without the institution of any action or proceeding, and in addition to all costs, disbursements and allowances provided by law. All such costs so incurred shall be deemed to be secured by this Mortgage.

28. **Environmental Hazards.** Borrower covenants and agrees that Borrower shall not: (a) cause or permit the presence, use, generation, manufacture, production, processing, installation, release, discharge, storage (including aboveground and underground storage tanks for petroleum or petroleum products), treatment, handling or disposal of any Hazardous Materials (as defined below) (excluding the safe and lawful use and storage of quantities of Hazardous Materials customarily used in the operation and maintenance of comparable multi-family or commercial properties or for normal household or business purposes) on or under the Property, or in any way affecting the Property or its value, or which may form the basis for any present or future demand, claim or liability relating to contamination, exposure, cleanup or other remediation of the Property; or (b) cause or permit the transportation to, from or across the Property of any Hazardous Material (excluding the safe and lawful use and storage of quantities of Hazardous Materials customarily used in the operation and maintenance of comparable multi-family or commercial properties or for normal household or business purposes); or (c) cause or exacerbate any occurrence or condition on the Property that is or may be in violation of Hazardous Materials Law (as defined below). The matters described in (a), (b) and (c) above are referred to collectively below as "Prohibited Activities or Conditions".

Borrower represents and warrants that it has not at any time caused or permitted any Prohibited Activities or Conditions and to the best of its knowledge, except as set forth in any environmental assessment furnished by Borrower to Lender or previously remediated, no Prohibited Activities or Conditions exist or have existed on or under the Property. Borrower shall take all appropriate steps (including but not limited to appropriate lease provisions) to prevent its employees, agents and contractors, and all tenants and other occupants on the Property, from causing, permitting or exacerbating any Prohibited Activities or Conditions.

If Borrower has disclosed that Prohibited Activities or Conditions exist on the Property, Borrower shall comply in a timely manner with, and cause all employees, agents and contractors of Borrower and any other persons present on the Property to so comply with (1) any program of operation and maintenance ("O&M Program") relating to the Property that is acceptable to Lender with respect to one or more Hazardous Materials (which O&M Program may be set forth in an agreement of Borrower (an "O&M Agreement")) and all other obligations set forth in any O&M Agreement, and (2) all Hazardous Materials Laws. Any O&M Program shall be performed by qualified personnel. All costs and expenses of the O&M Program shall be paid by Borrower, including without limitation Lender's fees and costs incurred in connection with the monitoring and review of the O&M Program and Borrower's performance thereunder. If Borrower fails to timely commence or diligently continue and complete the O&M Program and comply with any O&M Agreement, then Lender may, at Lender's option, after applicable notice and cure periods, declare all of the sums secured by the Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by this Mortgage.

Borrower represents that Borrower has not received, and has no knowledge of the issuance of,

any claim, citation or notice of any pending or threatened suits, proceedings, orders or governmental inquiries or opinions involving the Property that allege the violation of any Hazardous Materials Law ("Government Actions").

Borrower shall promptly notify Lender in writing of: (i) the occurrence of any Prohibited Activity or Condition on the Property; (ii) Borrower's actual knowledge of the presence on or under any adjoining property of any Hazardous Materials which can reasonably be expected to have a material adverse impact on the Property or the value of the Property, discovery of any occurrence or condition on the Property or any adjoining real property that could cause any restriction on the ownership, occupancy, transferability or use of the Property under Hazardous Materials Law; Borrower shall cooperate with any governmental inquiry and shall comply with any governmental or judicial order which arises from any alleged Prohibited Activities or Conditions; (iii) any Governmental Action; and (iv) any claim made or threatened by any third party against Borrower, Lender or the Property relating to loss or injury resulting from any Hazardous Materials. Any such notice by Borrower shall not relieve Borrower of or result in a waiver of any obligation of Borrower.

Borrower shall pay promptly the costs of any environmental audits, studies or investigations (including but not limited to advice of legal counsel) and the removal of any Hazardous Materials from the Property required by Lender as a condition of its consent to any sale or transfer of all or any part of the Property or any transfer occurring upon a foreclosure or a deed in lieu of foreclosure or any interest therein, or required by Lender following a reasonable determination by Lender that there may be Prohibited Activities or Conditions on or under the Property. After reasonable prior notice to Borrower, Borrower authorizes Lender and its employees, agents and contractors to enter onto the Property for the purpose of conducting such environmental studies, audits and investigations. Any such costs and expenses incurred by Lender (including but not limited to fees and expenses of attorneys and consultants, whether incurred in connection with any judicial or administrative process or otherwise) which Borrower fails to pay promptly shall become immediately due and payable and shall become additional indebtedness secured by the Mortgage.

Borrower shall hold harmless, defend and indemnify Lender and its officers, directors, trustees, employees and agents from and against all proceedings (including but not limited to Government Action), claims, damages, penalties, costs and expenses (including without limitation fees and expenses of attorneys and expert witnesses, investigatory fees and cleanup and remediation expenses, whether or not incurred within the context of the judicial process), arising directly or indirectly from (i) any breach of any representation, warranty or obligation of Borrower contained in this paragraph, or (ii) the presence or alleged presence of Hazardous Materials on or under the Property.

The term "Hazardous Materials" for purposes of this paragraph includes petroleum and petroleum products, flammable explosives, radioactive materials (excluding radioactive material in smoke detectors), polychlorinated biphenyls, lead, asbestos in any form that is or could become friable, hazardous waste, toxic or hazardous substances or other related materials whether in the form of a chemical, element, compound, solution, mixture or otherwise including, but not limited to, those materials defined as "hazardous substances," "extremely hazardous substances," "air pollutants," "toxic pollutants," "hazardous wastes," "extremely hazardous waste," or "restricted hazardous waste" by Hazardous Materials Law or regulated by Hazardous Materials Law in any manner whatsoever.

The term "Hazardous Materials Law" for the purposes of this paragraph means all federal, state and local laws, ordinances and regulations and standards, rules, policies and other binding governmental requirements and any court judgments applicable to Borrower or to the Property

relating to industrial hygiene or to environmental or unsafe conditions or to human health including, but not limited to, those relating to the generation, manufacture, storage, handling, transportation, disposal, release, emission or discharge of Hazardous Materials, those in connection with the construction, fuel supply, power generation and transmission, waste disposal or any other operations or processes relating to the Property, and those relating to the atmosphere, soil, surface and ground water, wetlands, stream sediments and vegetation on, under, in or about the Property.

The representations, warranties, covenants, agreements, indemnities and undertakings of Borrower contained in this paragraph shall be in addition to any and all other obligations and liabilities that Borrower may have to Lender under applicable law.

The representations, warranties, covenants, agreements, indemnities and undertakings of Borrower contained in this paragraph shall continue and survive notwithstanding the satisfaction, discharge, release, assignment, termination, subordination or cancellation of the Mortgage or the payment in full or forgiveness of the principal of and interest on the Note and all other sums payable under the Loan Documents or the foreclosure of the Mortgage or the tender or delivery of a deed in lieu of foreclosure or the release of any portion of the Property from the lien of the Mortgage, except with respect to any Prohibited Activities or Conditions or violation of any of the Hazardous Materials Laws which first commences and occurs after the satisfaction, discharge, release, assignment, termination or cancellation of the Mortgage following the payment in full or forgiveness of the principal of and interest on the Note and all other sums payable under the Loan documents or which first commences or occurs after the actual dispossession from the entire Property of the Borrower and all entities which control, are controlled by, or are under common control with the Borrower (each of the foregoing persons or entities is hereinafter referred to as a "Responsible Party") following foreclosure of the Mortgage or acquisition of the Property by a deed in lieu of foreclosure or a transfer of the Property with the Lender's consent. Nothing in the foregoing sentence shall relieve the Borrower from any liability with respect to any Prohibited Activities or Conditions or violation of Hazardous Materials Laws where such Prohibited Activities or Conditions or violation of Hazardous Material Laws commences or occurs, or is present as a result of, any act or omission by any Responsible Party or by any person or entity acting on behalf of a Responsible Party.

29. **Waiver of Jury Trial.** Borrower (i) covenants and agrees not to elect a trial by jury with respect to any issue arising under any of the Loan Documents triable by a jury and (ii) waives any right to trial by jury to the extent that any such right shall now or hereafter exist. This waiver of right to trial by jury is separately given, knowingly and voluntarily with the benefit of competent legal counsel by the Borrower and this waiver is intended to encompass individually each instance and each issue as to which the right to a jury trial would otherwise accrue. Further, Borrower hereby certifies that no representative or agent of the Lender (including but not limited to Lender's counsel) has represented, expressly or otherwise, to Borrower that Lender will not seek to enforce the provisions of this paragraph.

IN WITNESS WHEREOF, Borrower has executed this Mortgage or has caused the same to be executed by its representatives thereunto duly authorized.

Signed in the presence of two witnesses:

BORROWER

Osceola Mental Health, Inc. d.b.a. Park

Richard C Barlow
Signature

Print Name: Richard C Barlow

Natalie J Mulvih
Signature

Print Name: Natalie J Mulvih

Place Behavioral Health Care, a Florida
not for profit corporation

By: James A. Shanks

Name: JAMES A. SHANKS

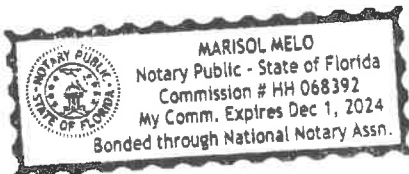
Title: PRESIDENT/CEO

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF OSCEOLA

THE FOREGOING was acknowledged before me this 8th day of December, 2022, by
James A. Shanks, as President/CEO of Osceola Mental Health, Inc. d.b.a. Park
Place Behavioral Health Care, a Florida not for profit corporation. He/She ☒ is personally
known to me or ☐ who has produced _____ as identification.

Marisol Melo
NOTARY PUBLIC
Print Name: Marisol Melo
My Commission Expires:
12/1/2024



MORTGAGE EXHIBIT "B"

MATHEWS ADDN PB A PG 6 BLK D LESS BEG AT INT OF S R/W RR AND W R/W CLYDE AVE, S 3.61 FT TO NON-TAN CURVE, CONC SWLY, RAD 32.50 FT, (CH N 49 DEG W 3.10 FT), NWLY ALONG CURVE 3.10 FT TO POC, CONC SWLY, RAD 1 FT, (CH N 69 DEG W .62 FT), NWLY ALONG CURVE .63 FT, N 87 DEG W 29.72 FT, E 32.62 FT TO POB

DECLARATION OF RESTRICTIVE COVENANT AND RESTRICTIONS

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

MATHEWS ADDN PB A PG 6 BLK D LESS BEG AT INT OF S RW RR AND W RW CLYDE AVE, S 3.61 FT TO NON-TAN CURVE, CONC SWLY, RAD 32.50 FT, (CH N 49 DEG W 3.10 FT), NWLY ALONG CURVE 3.10 FT TO POC, CONC SWLY, RAD 1 FT, (CH N 69 DEG W .62 FT), NWLY ALONG CURVE .63 FT, N 87 DEG W 29.72 FT, E 32.62 FT TO POB

EXHIBIT "E"

DECLARATION OF RESTRICTIVE COVENANT AND RESTRICTIONS

This **DECLARATION OF RESTRICTIVE COVENANT AND RESTRICTIONS** is made this _____ day of _____, 2022, by **Osceola Mental Health, Inc., d.b.a. Park Place Behavioral Health Care** with a principal address of 206 Park Place, Kissimmee Florida 34741 (hereinafter referred to as "Owner"), in favor of the **City of Kissimmee**, a Florida municipal corporation (hereinafter referred to as "City").

WHEREAS, City, as a member of the Osceola HOME Consortium, has available HOME funds to construct multifamily rental units for the purpose of providing decent, safe, and affordable housing; and

WHEREAS, Owner is the fee simple owner of property generally located at 511 N. Dillingham Avenue, Kissimmee, Florida more particularly described as follows:

See Exhibit "A"

(hereinafter the "Property"); and,

WHEREAS, the Owner has designated twelve (12) units on the Property as "HOME-assisted" units; and

WHEREAS, the City and Owner entered into a HOME Program Agreement wherein federal HOME Investment Partnership Program funds have been provided for rehabilitation of the Property and pursuant to federal regulations, 24 CFR §92.252 requires that certain affordability requirements be met for a certain period of time on the HOME-assisted units.

WHEREAS, Owner and City wish to ensure that the HOME-assisted units continue to be maintained as affordable housing for rent to Very Low and Sixty Percent Income families, as applicable, at Affordable rents for a period of not less than twenty (20) years, regardless of any subsequent changes in ownership of the Property.

NOW, THEREFORE, Owner declares that said Property shall be held, transferred, encumbered, used, sold, conveyed, and occupied, subject to the covenants hereinafter set forth expressly and exclusively for the use and benefit of said Property and of each and every person or entity who now or in the future owns any portion or portions of the Property.

1. **RESTRICTION OF USE TO AFFORDABLE HOUSING**. The twelve (12) HOME-assisted units must be rented and occupied and are restricted as follows: three (3) units shall be rented

and occupied by Very Low Income (50% median income or less within the Orlando Metropolitan Statistical Area) persons at Affordable rents (LOW Home rents), and nine (9) units shall be rented and occupied by Sixty Percent (60%) persons or families at Affordable rents (HIGH Home rents), all as from time to time defined by HUD, or any successor entity, at such minimum and maximum rental rates determined by HUD and approved by the City of Kissimmee. The Property must at all times meet the property standards set forth in 24 CFR §92.251 and meet the accessibility requirements contained in 24 CFR Part 8, and all applicable local codes, or such successive regulations which may be adopted by HUD. The HOME Program Agreement executed by and between Osceola Mental Health, Inc., d.b.a. Park Place Behavioral Health Care and the City of Kissimmee dated _____, 2022, on file with the City Clerk's Office contains additional requirements and restrictions and is hereby incorporated herein by reference and made a part hereof, including the terms and definitions contained therein. All terms not defined herein shall have the meaning described to said terms in the HOME Program Agreement.

2. **BINDING NATURE OF COVENANTS.** These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of Project Completion (the "Affordability Period") as that term is defined in 24 CFR Part 92 and the HOME Program Agreement between Osceola Mental Health, Inc., d.b.a. Park Place Behavioral Health Care and the City and shall become null and void at the end of the Affordability Period.

3. **ENFORCEMENT OF DECLARATION OF RESTRICTIVE COVENANT.** Enforcement of the foregoing restrictive covenant shall be by proceedings at law or in equity against any person or persons violating or attempting to violate such covenant to restrain violation. Such action may be brought by the City of Kissimmee, or by the United States Department of Housing and Urban Development.

4. **ATTORNEYS' FEES.** Any person who successfully brings an action for enforcement of this Restrictive Covenant shall be entitled to recover attorneys' fees and costs for such action, including any successful appellate proceedings, from the then owner of the affected portion or portions of the Property.

IN WITNESS WHEREOF, Owner has executed this Declaration of Covenants and Restrictions, the day and year first above written.

Signed in the presence of two witnesses:

OWNER

[Signature]
Signature

Print Name: R. Lee C. Barlow

[Signature]
Signature

Print Name: Natalie Mullett

Osceola Mental Health, Inc. d.b.a. Park
Place Behavioral Health Care, a Florida
not for profit corporation

By: [Signature]

Name: JAMES A. SHANKS

Title: PRESIDENT/CEO

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF OSCEOLA

THE FOREGOING was acknowledged before me this 8th day of December, 2022, by
James A. Shanks, as President/CEO of Osceola Mental Health, Inc. d.b.a. Park
Place Behavioral Health Care. He/She ☐ is personally known to me or ☐ who has produced
_____ as identification.

[Signature]

NOTARY PUBLIC

Print Name: Marisol Melo

My Commission Expires:

12/1/2024

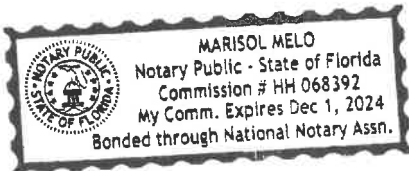


EXHIBIT "F"

BUDGET

TASKS TO BE PERFORMED – New construction of a thirty (30) unit rental development, twelve (12) HOME units to be set aside to households with an income not to exceed 60% of the area median income.

Project shall commence within six (6) months of the execution of this agreement. At least 60% shall be completed by December 30, 2023 and the construction of all of the units must be completed by June 30, 2024. The project final completion date shall be December 30, 2024.

USES OF FUNDS:

Proposed Scope of Work

Description of Work	Project Costs	HOME funds allocated
Asbestos Removal	\$38,925	\$38,000
Selective Demolition (Interior and Structures)	\$30,000	\$30,000
Clearing / Grubbing / Site Demolition	\$85,000	\$85,000
Site Improvement	\$88,834	\$88,000
Earth Work / Erosion Control	\$71,228	\$71,000
Site Utilities (Sewer, Storm, Water)	\$135,430	\$75,000
Roads, Walks, Curbs, Paving, and Markings	\$83,333	\$13,000
TOTAL	\$532,750	\$400,000

EXHIBIT "G"

REQUEST FOR PARTIAL PAYMENT

TO: City of Kissimmee

FROM: Osceola Mental Health, Inc., d.b.a. Park Place Behavioral Health Care

PROJECT ADDRESS: 511 N. Dillingham Avenue, Kissimmee, Florida

AMOUNT FUNDED: \$400,000 (\$200,000 in HOME Funds and \$200,000 in ARP Funds)

REQUESTED AMOUNT: _____

I certify that _____% of the construction work on the above referenced Project has been completed according to the HOME Agreement between the above and the City of Kissimmee.

Said work consists of:

Therefore, I request that the City of Kissimmee pay a partial/full payment in the amount of \$_____.

Authorized Signature

Date

EXHIBIT "H"

CONTRACTOR'S INVOICE, PARTIAL RELEASE OF LIENS, AND WARRANTY

PROPERTY: **Dillingham Apartments**

CONTRACTOR: _____

CONTRACT DATED: _____

TOTAL CONTRACT AMOUNT: \$ _____

ADDENDUM DATED:

1. As a partial invoice, the undersigned hereby certifies that there is due and payable by the Owner to the Contractor under the above Contract the balance or sum of \$.
2. The undersigned further certifies that all work required under this contract has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies, or equipment, no unpaid claims of sub-contractors, and no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract.
3. That in consideration of the payment of the amount stated in Paragraph 1 hereof, the undersigned does release the Owner from any and all claims arising under or by virtue of this contract; provided, however, that if for any reason the Owner does not pay in full the amount stated in Paragraph 1 thereof said deduction shall not affect the validity of this release.

=====

This Release is conditioned upon payment of check issued on the account of _____ in the amount of \$ _____; otherwise, this Release of Lien is VOID.

Dated this _____ day of _____, 2022.

Company Name

(Signature)

(Print Name/Title)

EXHIBIT "I"
CONTRACTOR'S FINAL PAYMENT AFFIDAVIT AND WAIVER AND FINAL RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____ (hereafter "Affiant") who after being duly sworn deposes and says of his or her personal knowledge the following:

1. Affiant is the _____ of _____ which does business in the _____ (title) _____ (Name of Contractor's Business) State of Florida, hereinafter called the "Contractor."

2. Contractor, pursuant to a contract with _____, (Owner or its authorized agent), hereinafter referred to as the Owner, has furnished or caused to be furnished labor, material, and services for the construction of certain improvements to Real Property as more particularly set forth in said contract(s).

3. This Affidavit is executed by Contractor in accordance with §713.06(3)(d) of the Florida Statutes for the purpose of obtaining a final payment from the Owner in the amount of \$ _____.

4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors:

NAME OF LIENOR	AMOUNT DUE
1.	
2.	
3.	
4.	
5.	

5. In consideration of final payment to the Contractor in the amount of \$ _____, and all other previous payments paid by the Owner to the Contractor, the undersigned hereby for and on behalf of Contractor, waives and releases its lien and right to claim of lien for labor, services, or materials furnished to the Owner.

6. Affiant is fully authorized to execute a full and final release of lien for Contractor.

Signed, sealed, and delivered this _____ day of _____, 20____.

NAME OF CONTRACTOR'S BUSINESS

By: _____
NAME OF AFFIANT, TITLE

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____,
20_____, by _____, who is personally known to
me or produced _____ as identification and who did take an oath.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

EXHIBIT "J"

TENANT QUALIFICATION PACKET

The Tenant Qualification packet must include the following:

1. City Assistance Application
2. Client Tax Returns, if applicable
3. Income verification
 - Third party verification, if available
 - 6 month of recent paystubs
 - Alternatives sources of income
 - Social Security
 - Social Security Income
 - Unemployment
 - Child Support
 - Alimony
4. Asset verification
 - Bank Statements (for checking accounts – provide most recent 6 months and for savings accounts – provide most current statement)
 - 401k/retirement/investment

ANNUAL INCOME AS DEFINED IN 24 CFR PART 5

The Part 5 definition of annual income is the gross amount of income of all adult household members that is anticipated to be received during the coming 12- month period.

For additional guidance, refer to the "Technical Guide for Determining Income and Allowances for the HOME Program", Third Edition, January 2005.

EXHIBIT "K"

**RESIDENT INCOME CERTIFICATION - RENTAL HOUSING
HOME Program**

Property Name **Dillingham Apartments**

A. Effective Date: _____ Initial Certification (IC)
Move-In Date: _____ Annual Recertification (AR)

B. Subsidy Use (check one)

☐	Multifamily Rental	☐	Other
☐	Transitional Housing	☐	

C. Household Information

Member	Names - All Household Members	Relationship	Age
1			
2			
3			
4			
5			
6			
7			

D. Assets: All household members including minors

Member	Asset Description	Cash Value	Income from Assets
1			
2			
3			
4			
5			
6			
7			
Total Cash Value of Assets		D(a) \$	
Total Income from Assets		D(b)	\$
If line D(a) is greater than \$5,000, multiply that amount by the rate specified by HUD (applicable rate %) and		D(c)	\$

E. Anticipated Annual Income: Includes unearned income and support paid on behalf of minors.

Member	Wages / Salaries (include tips, commission, bonuses and overtime)	Benefits / Pensions	Public Assistance	Other Income	Asset Income
1					(Enter the greater of box D(h) or box D(c) above in box E(e) below)
2					
3					
4					
5					
6					
7					
	(a)	(b)	(c)	(d)	(e)
Totals	\$	\$	\$	\$	\$
Enter total of items E(a) through E(e). This amount is the Annual Anticipated Household Income					\$

F. Resident Statement: The information on this form is to be used to determine maximum income for eligibility. I/we have provided, for each person set forth in Item C, acceptable verification of current and anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief and are given under penalty of perjury.

WARNING: Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

Signature of Head of Household _____ Date _____

Signature of Spouse or Co-Head of Household _____ Date _____

G. Administrator Statement: Based on the representations herein, and upon the proofs and documentation submitted pursuant to item F, hereof, the family or individual(s) named in item C of this Resident Income Certification is/are eligible under the HOME provisions and the family or individual(s) constitute(s) a: (check one)

Extremely Low Income (ELI) Household means individuals or families whose annual income does not exceed 30% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size

(maximum Income Limit \$ _____).

Very Low Income (VLI) Household means individuals or families whose annual income does not exceed 50% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (maximum Income Limit \$ _____).

Sixty Percent Income Household means individuals or families whose annual income does not exceed 60% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (maximum Income Limit \$ _____).

Eighty Percent Income Household means individuals or families whose annual income does not exceed 80% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (maximum Income Limit \$ _____).

Based upon the _____ (year) income limits for _____ Metropolitan Statistical Area (MSA) or County, Florida.

Signature of the Administrator or His/Her Designated Representative:

Name _____

Signature _____

Title _____

Date _____

H. Household Data (to be completed by Administrator or designee)

Number of Persons									
By Race / Ethnicity						By Age			
White	Black	Hispanic	Asian	American Indian	Other	0 - 25	26 - 40	41 - 61	62 +

Unit Information			Special Target / Special Needs (Check all that apply)				
Number of Residents	Tenant Rent	# of Bedrooms	Farmworker	Developmentally Disabled	Homeless	Elderly	Other

NOTE: Information concerning the race or ethnicity of the occupants is being gathered for statistical use only. No occupant is required to give such information unless he or she desires to do so, and refusal to give such information will not affect any right he or she has as an occupant.

EXHIBIT "L"

CERTIFICATION OF GOVERNMENTAL ASSISTANCE*

PROJECT NAME: **Dillingham Apartments**

I, _____, Owner _____ or Owner's Representative _____
hereby certify the following:

1. _____ The following governmental assistance has been or is to be provided to the
Project:

(Amount)

(Source)

(Amount)

(Source)

(Amount)

(Source)

OR

2. _____ No governmental assistance has been provided at the time of application
for HOME funding nor is any government assistance anticipated in the future.

I also certify that should other governmental assistance be sought in the future, the City of
Kissimmee will be notified within 15 days of application for other government assistance.

(Signature)

(Date)

*Governmental assistance includes any loan, grant, (including Community Development Block Grant), guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the federal, state or local government for use in, or in connection with, a specific housing project.

EXHIBIT "M"

OSCEOLA HOME CONSORTIUM AFFIRMATIVE FAIR HOUSING MARKETING PLAN POLICY AND PROCEDURES

I. INTRODUCTION

This Affirmative Fair Housing Marketing Plan ("Marketing Plan") is developed for use with the HOME Investment Partnership ("HOME") Program and HOME-funded projects in accordance with the HOME Program regulations, including but not limited to 24 CFR 92.351, of the U.S. Department of Housing and Urban Development ("HUD") regulations. The HOME Program has established procedures to affirmatively market all projects resulting in five (5) or more HOME-assisted housing units. The Plan is based on the commitment of the Osceola HOME Consortium ("the Consortium"), Consortium members, and the owners of HOME assisted development projects to affirmatively further Fair Housing ("owners"). It states the Consortium's policy to affirmatively market the distribution of its annual HOME allocation and housing units acquired, constructed or rehabilitated under the HOME Program and describes the procedures to follow.

The Consortium has the responsibility to inform the public about the Federal Fair Housing laws, to solicit eligible persons without regard to race, color, religion, sex, national origin, familial status, or disability into the affordable housing market and to evaluate the effectiveness of these marketing efforts. If the written agreement with the project owner permits the rental housing project to limit tenant eligibility or to have a tenant preference in accordance with §92.253(d)(3), the affirmative marketing procedures and requirements must apply in the context of the limited/preferred tenant eligibility for the project.

Citizens, public agencies, and other interested parties may review information and records relating to the Affirmative Fair Housing Marketing Plan. The Marketing Plan is posted on the Osceola County Human Services Department website and on the City of Kissimmee Development Services Department website.

II. METHODS TO DISSEMINATE AFFIRMATIVE FAIR HOUSING MARKETING REQUIREMENTS

The Consortium will use the following methods to inform the public, potential tenants, potential homeowners, potential and existing for-profit Owners, and potential and existing non-profit Owners, and local units of government about Federal Fair Housing laws and Affirmative Fair Housing Marketing Plan and Procedures.

A. The Osceola HOME Consortium members shall be responsible for implementing the Marketing Plan and evaluating its effectiveness as required by the HOME Program.

B. The Consortium shall inform the community about its Affirmative Marketing Plan through periodic updates at public forums, Fair Housing meetings as well as training workshops with its HOME and CHDO grantees or other similar forums.

C. At the time of HOME funding for rental housing development, the Consortium will provide the Owner of the HOME assisted project with copies of fair housing brochures. The Grantee shall provide initial tenants and rental property owners with copies of these brochures.

D. The Consortium will continue to provide general information and telephone reference numbers to persons contacting the Osceola County Human Services Department and/ or the City of

Kissimmee Housing and Community Development Division with questions regarding Affirmative Marketing and Federal Fair Housing laws.

III. CONSORTIUM AFFIRMATIVE FAIR HOUSING MARKETING REQUIREMENTS

The Consortium will, at least annually, adhere to the following, or similar, Marketing Plan policies regarding announcement of availability of HOME funds:

- A. Post a notice of HOME funding availability on the City's and County's websites.
- B. Advertise in the Orlando Sentinel and/or Osceola News Gazette and other neighborhood/local newspapers (if available).
- C. Establish and maintain a database of potentially qualified for-profit and non-profit Owners and direct mail invitations to apply for funding.

IV. CONSORTIUM REQUIRED AFFIRMATIVE FAIR HOUSING MARKETING RECORD KEEPING

In order to verify that the Consortium is following Marketing Plan requirements the following record keeping procedures will be required:

- A. The Consortium will maintain records of how HOME funding availability was advertised (copies of advertisements, e-mails, etc.).
- B. Copies will be maintained of all training materials and meeting agendas where the Consortium's Affirmative Marketing Policy was discussed.

V. AFFIRMATIVE FAIR HOUSING MARKETING REQUIREMENTS FOR OWNERS OF HOME ASSISTED DEVELOPMENT PROJECTS

Each Owner of a HOME assisted development project must adhere to the following Affirmative Fair Housing Marketing Plan policies when HOME assisted housing units become available for rent or purchase:

- A. Incorporate an Equal Housing Opportunity statement or logo in any correspondence associated with rental or home ownership opportunities developed with the use of Consortium HOME funds.
- B. All marketing of HOME-assisted housing will be jurisdiction-wide and all advertising will be placed in sources of wide circulation. All ads must contain an Equal Housing Opportunity statement or logo in conformance with HUD's Fair Housing Advertising policies and guidelines.
- C. Media sources should include advertisement to a particular audience (e.g., newspaper or radio stations that serve protected classes).
- D. All advertisements, brochures, and other written materials should be published in at least English and Spanish, in order to reach non-English speaking audiences and displayed.
- E. Contact should be made with organizations whose membership or clientele consists primarily of protected class members.

F. The project owner must display the Equal Opportunity logo and Fair Housing poster (HUD 928.1) in an area accessible to the public (e.g., rental office).

G. The Affirmative Fair Housing Marketing Plan must be made available for public inspection in the on-site project office and/or management office from which these units are administered.

H. The telephone number(s) of the telecommunication devices for the deaf (TDDs or TTY) must appear on all correspondence and outreach materials.

VI. AFFIRMATIVE MARKETING RECORD KEEPING REQUIREMENTS FOR OWNERS OF HOME ASSISTED PROJECTS

In order to verify that Owners of HOME assisted projects are following the Marketing Plan, the Consortium requires the following record keeping procedures will be required:

- A. Owner maintains records of how vacancies were advertised (copies of advertisements, etc.).
- B. Copies of all brochures, leaflets, and letters to community contacts shall be maintained in an easily accessible file.
- C. Owner shall have a written policy that outlines how all applications will be reviewed and processed. Records should show how all completed and filed applications were processed including whether an applicant was accepted or unaccepted and why an applicant was not accepted.
- D. Maintenance of information on the race, sex, ethnicity, and whether the applicant is disabled for all applicants, home buyers, and tenants. The Consortium will have the Owner submit this information on at least an annual basis to coincide with the Consortium's submission of its Consolidated Annual Performance and Evaluation Report ("CAPER").
- E. To facilitate collection and reporting of the required data, the Grantee shall fill out and maintain form HUD-935.2 *Affirmative Fair Housing Marketing Plan*.

This information will be gathered when an application is taken for either a tenant or a home buyer and information will be maintained during the entire affordability period.

VII. CONSORTIUM ASSESSMENT OF ITS AFFIRMATIVE MARKETING EFFORTS

The following actions will be taken by the Consortium to evaluate the success of its affirmative fair housing marketing efforts and that of its Owners:

- A. The Consortium will assess the results of its Affirmative Fair Housing Marketing Plan annually with a summary of "good faith efforts" taken by the Consortium in the CAPER.
- B. The Consortium will compare assessment information and evaluate the degree to which statutory and policy objectives were met. If the required steps were taken, the Consortium will determine that good faith efforts have, in fact, been made.
- C. To determine results, the Consortium may examine whether specific groups in the Consortium's service area applied for or became tenants or owners of HOME funded units that were affirmatively marketed. If the Consortium finds that specific groups are represented,

particularly Hispanics, African Americans, Asians, American Indians, persons with disabilities, and women, the Consortium will assume that the Marketing Plan procedures were effective. If one or more groups are not represented within the context of existing neighborhood composition, the Consortium will review its procedures to determine what changes, if any, might be made to make the affirmative marketing efforts more effective.

- D. The Consortium will take corrective action if it is determined that an Owner of the HOME assisted project has failed to carry out affirmative marketing efforts as required. If an Owner continues to neglect responsibilities made incumbent by the terms of the HOME Agreement, the Consortium will consider taking one or both of the following actions: 1. Declare the Owner disqualified from any further assistance made available under the HOME Program. 2. Notify the Owner of the HOME assisted project that was in violation of the terms of the HOME Agreement and the Consortium may exercise its right to require immediate repayment of the HOME funding.
- E. The Consortium will not proceed with corrective action without allowing time and effort by staff to counsel the Owner of the HOME assisted project in accordance with the terms of the HOME Agreement.

EXHIBIT "N"
QUARTERLY/FINAL REPORT

A. Project Information

Agency: Osceola Mental Health, Inc., d.b.a. Park Place Behavioral Health Care

Project Title: Dillingham Apartments

Project Start Up Date: _____

Estimated Project Completion Date: _____

B. Project Financial Summary

	Amount	Funds Invoiced to Date	Percentage (%)
Other Funding			
HOME Funding			
Total Funding			

Percentage of Project Completed to Date: _____% (Monthly ____ Final ____)

C. Comments (Please answer all questions)

1. Describe specific tasks completed this month.

2. Describe any unforeseen obstacles that have come up this month that will prevent you from carrying out the project as agreed.

EXHIBIT "O"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that Owner shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ATTEST:

Osceola Mental Health, Inc.,

By: , CEO
Date: 12-8-22

"General Decision Number: FL20220078 02/25/2022

Superseded General Decision Number: FL20210078

State: Florida

Construction Type: Residential

County: Osceola County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	- Executive Order 14026 generally applies to the contract. - The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	- Executive Order 13658 generally applies to the contract. - The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

ENGI0925-008 06/01/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Crawler Cranes; Truck		
Cranes; Pile Driver		
Cranes; Rough Terrain		
Cranes; and Any Crane not		
otherwise described below...\$ 29.61		11.50
Hydraulic Cranes Rated 100		
Tons or Above but Less		
Than 250 Tons; and Lattice		
Boom Cranes Less Than 150		
Tons if not described below.\$ 30.61		11.50
Lattice Boom Cranes Rated		
at 150 Tons or Above;		
Friction Cranes of Any		
Size; Mobile Tower Cranes		
or Luffing Boom Cranes of		
Any Size; Electric Tower		
Cranes; Hydraulic Cranes		
Rated at 250 Tons or		
Above; and Any Crane		
Equipped with 300 Foot or		
More of Any Boom		
Combination.....\$ 31.61		11.50
Oiler.....\$ 22.91		11.50

IRON0808-003 02/01/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL.....\$ 28.28		14.70

* SUFL2009-117 06/08/2009

	Rates	Fringes
BRICKLAYER.....\$ 20.00		0.00
CARPENTER, Excludes Form Work....\$ 11.96 **		2.94
CEMENT MASON/CONCRETE FINISHER...\$ 12.19 **		0.00
ELECTRICIAN.....\$ 11.98 **		0.00
FENCE ERECTOR.....\$ 13.50 **		1.06
FORM WORKER.....\$ 14.00 **		0.54
INSULATOR: Batt and Blown.....\$ 12.01 **		0.00
IRONWORKER, ORNAMENTAL.....\$ 12.60 **		0.00
IRONWORKER, REINFORCING.....\$ 16.88		0.00
LABORER: Common or General.....\$ 9.51 **		0.00
LABORER: Mason Tender - Brick...\$ 11.51 **		0.00
LABORER: Mason Tender -		
Cement/Concrete.....\$ 10.46 **		0.00

LABORER: Pipelayer.....	\$ 11.79 **	0.00
LABORER: Roof Tearoff.....	\$ 9.00 **	0.00
LABORER: Landscape and Irrigation.....	\$ 9.15 **	0.00
OPERATOR: Asphalt Paver.....	\$ 12.07 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04	0.00
OPERATOR: Backhoe/Excavator.....	\$ 12.56 **	0.00
OPERATOR: Bulldozer.....	\$ 12.14 **	0.00
OPERATOR: Distributor.....	\$ 11.57 **	0.00
OPERATOR: Forklift.....	\$ 17.38	0.00
OPERATOR: Grader/Blade.....	\$ 15.50	0.00
OPERATOR: Loader.....	\$ 11.10 **	0.00
OPERATOR: Roller.....	\$ 11.02 **	0.00
OPERATOR: Screed.....	\$ 11.08 **	0.00
OPERATOR: Trackhoe.....	\$ 15.68	0.00
OPERATOR: Tractor.....	\$ 10.20 **	0.00
PAINTER: Brush, Roller and Spray.....	\$ 13.61 **	0.00
PLASTERER.....	\$ 13.59 **	0.00
PLUMBER.....	\$ 15.04	0.00
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).....	\$ 13.33 **	0.00
ROOFER: Metal Roof.....	\$ 16.99	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation (Excludes Metal Roof Installation).....	\$ 9.95 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 10.22 **	0.00
TRUCK DRIVER: 4 Axle Truck.....	\$ 11.78 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.10 **	0.00

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

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** Workers in this classification may be entitled to a higher

minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 77). Write to:

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

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

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

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

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

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END OF GENERAL DECISIO"

**THIS INSTRUMENT PREPARED
BY AND RETURN TO:**
Junious D. Brown III, Esq.
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308

**Draft #1 12/9/22
NGN File No.: 1033.402**

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

SUBORDINATION AGREEMENT

(Dillingham Apartments / SAIL / ELI / NHTF / RFA 2021-102 / 2021-302SN)

THIS SUBORDINATION AGREEMENT (this "**Agreement**") is made and entered into as of December __, 2022, by and among (i) FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida ("**Senior Lender**"), (ii) CITY OF KISSIMMEE, a municipal corporation of the State of Florida (the "**Subordinate Lender**") (which term as used in every instance shall include Subordinate Lender's successors and assigns), and (iii) OSCEOLA MENTAL HEALTH, INC., a Florida not-for-profit corporation D/B/A PARK PLACE BEHAVIORAL HEALTH CARE ("**Borrower**").

RECITALS

A. Senior Lender has issued a loan to the Borrower under Florida Housing Finance Corporation Request for Applications 2021-102, in effect as of December 1, 2020 ("RFA"), and the State Apartment Incentive Loan ("SAIL") Program, Section 420.5087, Fla. Stat., and governed by the rules of Florida Housing Finance Corporation, as codified at Chapter 67-48, Fla. Admin. Code, in effect as of June 23, 2020, and at Chapter 67-53, Fla. Admin. Code, in effect as of August 20, 2009, (collectively, including the RFA, the "Rule"), in the principal amount of FOUR MILLION, EIGHT HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$4,875,000.00) (the "**SAIL Loan**"). The SAIL Loan has been secured by a Mortgage and Security Agreement dated as of December __, 2022, made by Borrower to and in favor of Senior Lender, and to be recorded in the Public Records of Osceola County, Florida (the "**SAIL Security Instrument**") on a multifamily rental housing development located on certain real property in Osceola County, Florida, known as Dillingham Apartments (the "**Property**"). The Property is more fully described in Exhibit "A" attached hereto. The Borrower's obligation to repay the SAIL Loan is evidenced by a Promissory Note, dated December __, 2022 and maturing December __, 2039 (the "**SAIL Note**").

B. Senior Lender has also made a loan to Borrower of Extremely Low Income ("ELI") Program funds under the Rule in the original principal amount of FOUR HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$434,500.00) (the "**ELI Loan**"). The ELI Loan has been secured by a Mortgage and Security Agreement (the "**ELI Security Instrument**") on the Property. The Borrower's obligation to repay the ELI Loan is evidenced by a Promissory Note, dated December ____, 2022 (the "**ELI Note**"), and is due in full on December ____, 2039.

C. Senior Lender has also made a loan to Borrower of (i) National Housing Trust Fund ("NHTF") Program funds under the Rule, and (ii) Construction Housing Inflation Response Program ("CHIRP") funds approved by Florida Housing's Board of Directors at its April 29, 2022 meeting, in the original principal amount of ONE MILLION NINETY-NINE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$1,099,600.00) (the "**NHTF Loan**") and together with the SAIL Loan and the ELI Loan, the "**Senior Loan**"). The NHTF Loan has been secured by a Mortgage and Security Agreement (the "**NHTF Security Instrument**" and, together with the SAIL Security Instrument and the ELI Security Instrument, the "**Senior Security Instrument**") on the Property. The Borrower's obligation to repay the NHTF Loan is evidenced by a Promissory Note, dated ____, 2022 (the "**NHTF Note**" and, together with the SAIL Note and the ELI Note, the "**Senior Note**"), and is due in full on ____, 2052.

D. The Borrower has requested that Senior Lender permit the Subordinate Lender to make a subordinate loan of funds to Borrower, in the principal amount of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) (the "**Subordinate Loan**"), and secure the Subordinate Loan by placing a separate mortgage lien against the Property.

E. The Senior Lender has agreed to permit the Subordinate Lender to make the Subordinate Loan and to place a separate subordinate mortgage lien against the Property subject to all of the conditions contained in this Agreement.

NOW, THEREFORE, in order to induce the Senior Lender to permit the Subordinate Lender to make the Subordinate Loan to the Borrower and to place a subordinate mortgage lien against the Property, and in consideration thereof, the Senior Lender, the Subordinate Lender and the Borrower agree as follows:

1. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"**Affiliate**" means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which controls such Person (the term "**control**" for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those

individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of 50% or more of the equity interests).

"Borrower" means the Person named as such in the first paragraph of this Agreement and any other Person (other than the Senior Lender) who acquires title to the Property after the date of this Agreement.

"Business Day" means any day other than Saturday, Sunday or a day on which the Senior Lender is not open for business.

"Default Notice" means: (a) a copy of the written notice from the Senior Lender to the Borrower stating that a Senior Loan Default has occurred under the Senior Loan; or (b) a copy of the written notice from the Subordinate Lender to the Borrower stating that a Subordinate Loan Default has occurred under either of the loans comprising the Subordinate Loan. Each Default Notice shall specify the default upon which such Default Notice is based.

"Person" means an individual, estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency or any other entity which has the legal capacity to own property.

"Senior Lender" means the Person named as such in the first paragraph on page 1 of this Agreement and any other Person who becomes the legal holder of the Senior Note after the date of this Agreement.

"Senior Loan Default" means the occurrence of an "Event of Default" as that term is defined in the Senior Loan Documents.

"Senior Loan Documents" means the Senior Note, the Senior Security Instrument and all other documents evidencing, securing or otherwise executed and delivered in connection with the Senior Loan.

"Subordinate Lender" means the Person named as such in the first paragraph on page 1 of this Agreement and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"Subordinate Loan Agreement" means that certain [Loan Agreement] by and between the Borrower and the Subordinate Lender governing the loaning of the proceeds of the Subordinate Loan to the Borrower.

"Subordinate Loan Default" means a default by the Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

"Subordinate Loan Documents" means the Subordinate Note, the Subordinate Security Instrument, the Subordinate Loan Agreement, the Subordinate Rental Regulatory Agreement,

and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

"Subordinate Note" means the [Promissory Note] made by the Borrower to the Subordinate Lender, or order, to evidence the Subordinate Loan.

"Subordinate Rental Regulatory Agreement" means that certain [Rental Regulatory Agreement] in connection with the Subordinate Loan, by and between the Borrower and the Subordinate Lender pertaining to the operation of the Property.

"Subordinate Security Instrument" means the [Mortgage and Security Agreement and Assignment of Leases, Rents and Profits] encumbering the Property as security for the Subordinate Loan, of which the Subordinate Lender will cause to be recorded among the applicable land records.

2. Permission to Place Mortgage Lien Against Property.

The Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Property contained in the Senior Loan Documents and subject to the provisions of this Agreement, to permit the Subordinate Lender to record the Subordinate Security Instrument and other recordable Subordinate Loan Documents against the Property (which are subordinate in all respects to the lien of the Senior Security Instrument, other than as set forth herein) to secure the Borrower's obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of the Borrower to the Subordinate Lender under and in connection with the Subordinate Loan. Such permission is subject to the condition that each of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 is true and correct on the date of this Agreement and on the date on which the proceeds of the Subordinate Loan are disbursed to the Borrower. If any of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 are not true and correct on both of those dates, the provisions of the Senior Loan Documents applicable to unpermitted liens on the Property shall apply.

3. Borrower and Subordinate Lender Representations and Warranties.

The Borrower and the Subordinate Lender each makes the following representations and warranties to the Senior Lender:

(a) The Borrower makes the following representations and warranties to the Senior Lender:

(1) **Subordinate Note.** The Subordinate Note contains the following provision:

"The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of all amounts then due and payable (including, but not limited to, all amounts due and payable by virtue of any

default or acceleration or upon maturity) with respect to the indebtedness evidenced by the (i) Promissory Note dated as of even date herewith, in the original principal amount of \$4,875,000.00 executed by Maker and payable to Florida Housing Finance Corporation (the "Senior Lender"), to the extent and in the manner provided in that certain Subordination Agreement dated as of even date herewith, between the Holder of this Note, the Senior Lender and the Maker (the "Subordination Agreement"), (ii) Promissory Note dated as of even date herewith, in the original principal amount of \$434,500.00 executed by Maker and payable to Senior Lender, to the extent and in the manner provided in the Subordination Agreement, and (iii) Promissory Note dated as of even date herewith, in the original principal amount of \$1,099,600.00 executed by Maker and payable to Senior Lender, to the extent and in the manner provided in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of this Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the "Subordinate Lender" under the Subordination Agreement."

(2) Relationship of Borrower to Subordinate Lender and Senior Lender.

The Subordinate Lender is not an Affiliate of the Borrower and Borrower is not in possession of any facts which would lead it to believe that the Senior Lender is an Affiliate of the Borrower.

(3) Subordinate Loan Term. The term of the Subordinate Note does not end before the term of the Senior Note.

(4) Subordinate Loan Documents. The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement. Upon execution and delivery of the Subordinate Loan Documents, Borrower shall deliver to Senior Lender an executed copy of each of the Subordinate Loan Documents, certified to be true, correct and complete.

(b) The Subordinate Lender makes the following representations and warranties to the Senior Lender:

(1) Subordinate Note. The Subordinate Note contains the following provision:

"The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of all amounts then due and payable (including, but not limited to, all amounts due and payable by virtue of any default or acceleration or upon maturity) with respect to the indebtedness evidenced by the (i) Promissory Note dated as of even date herewith, in the original principal amount of \$4,875,000.00 executed by Maker and payable to Florida Housing Finance Corporation (the "Senior Lender"), to the extent and in the manner provided in that certain Subordination Agreement dated as of even date herewith, between the Holder of this Note, the Senior Lender and the Maker

(the "Subordination Agreement"), (ii) Promissory Note dated as of even date herewith, in the original principal amount of \$434,500.00 executed by Maker and payable to Senior Lender, to the extent and in the manner provided in the Subordination Agreement, and (iii) Promissory Note dated as of even date herewith, in the original principal amount of \$1,099,600.00 executed by Maker and payable to Senior Lender, to the extent and in the manner provided in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of this Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the "Subordinate Lender" under the Subordination Agreement."

(2) **Subordinate Loan Term.** The term of the Subordinate Note does not end before the term of the Senior Note.

(3) **Subordinate Loan Documents.** The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement.

4. Terms of Subordination.

(a) **Agreement to Subordinate.** The Senior Lender and the Subordinate Lender agree that: (i) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement to the prior payment in full of the indebtedness evidenced by the Senior Loan Documents, and (ii) the Subordinate Security Instrument and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Security Instrument and the other Senior Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Senior Security Instrument and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the Senior Security Instrument, curing defaults by the Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Security Instrument, or (2) constructing, renovating, repairing, furnishing, fixturing or equipping the Property).

(b) **Subordination of Subrogation Rights.** The Subordinate Lender agrees that if, by reason of the advance payment by Subordinate Lender of real estate taxes, casualty insurance premiums or other monetary obligations of the Borrower to protect the Property, the Subordinate Lender, by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, acquires by right of subrogation or otherwise a lien on the Property which would (but for this subsection) be senior to the lien of the Senior Security Instrument, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Security Instrument, only to the extent of the amount advanced, provided that Subordinate Lender gives Senior Lender prior written notice of its intent to advance sums for real property taxes and/or casualty insurance.

(c) Payments Before Senior Loan Default. Until the Subordinate Lender receives a Default Notice of a Senior Loan Default from the Senior Lender, the Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.

(d) Payments After Senior Loan Default. The Borrower agrees that, after it receives notice (or otherwise acquires knowledge) of a Senior Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Security Instrument) without the Senior Lender's prior written consent excluding, however, such sums which were due and owing and received by the Subordinate Lender prior to receipt of said notice or the time it otherwise acquires knowledge of the Senior Loan Default. The Subordinate Lender agrees that, after it receives a Default Notice from the Senior Lender with written instructions directing the Subordinate Lender not to accept payments from the Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Security Instrument) without the Senior Lender's prior written consent. If the Subordinate Lender receives written notice from the Senior Lender that the Senior Loan Default which gave rise to the Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by the Senior Lender, the restrictions on payment to the Subordinate Lender in this Section 4 shall terminate, and the Senior Lender shall have no right to any subsequent payments made to the Subordinate Lender by the Borrower prior to the Subordinate Lender's receipt of a new Default Notice from the Senior Lender in accordance with the provisions of this Section 4(d).

(e) Remitting Subordinate Loan Payments to Senior Lender. If, after the Subordinate Lender receives a Default Notice from the Senior Lender in accordance with subsection (d) above, the Subordinate Lender receives any payments under the Subordinate Loan Documents, the Subordinate Lender agrees that such payment or other distribution will be received and held in trust for the Senior Lender and unless the Senior Lender otherwise notifies the Subordinate Lender in writing, will be promptly remitted, in kind to the Senior Lender, properly endorsed to the Senior Lender, to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, the Borrower specifically authorizes the Subordinate Lender to endorse and remit any such payments to the Senior Lender, and specifically waives any and all rights to have such payments returned to the Borrower or credited against the applicable Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by the Subordinate Lender, and remitted to the Senior Lender under this Section 4(e), shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to the Senior Lender waive any Subordinate Loan Default which may arise from the inability of the Subordinate Lender to retain such payment or apply such payment to the applicable Subordinate Loan.

(f) Agreement Not to Commence Bankruptcy Proceeding. The Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any

other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to the Borrower, without the Senior Lender's prior written consent.

5. Default Under Subordinate Loan Documents.

(a) Notice of Default and Cure Rights. The Subordinate Lender shall deliver to the Senior Lender a Default Notice within five (5) Business Days in each case where the Subordinate Lender has given a Default Notice to the Borrower. Failure of the Subordinate Lender to send a Default Notice to the Senior Lender shall not prevent the exercise of the Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. The Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within 60 days following the date of such notice provided, however that the Subordinate Lender shall be entitled, during such 60-day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents. All amounts paid by the Senior Lender in accordance with the Senior Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by the Senior Lender pursuant to, and shall be secured by the lien of, the Senior Security Instrument.

(b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender. If a Subordinate Loan Default occurs and is continuing, the Subordinate Lender agrees that, without the Senior Lender's prior written consent, it will not commence foreclosure proceedings with respect to the Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents, including, but not limited to accelerating the Subordinate Loan, collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has given the Senior Lender at least 60 days' prior written notice; during such 60 day period, however, the Subordinate Lender shall be entitled to exercise and enforce all other rights and remedies available to the Subordinate Lender under the Subordinate Loan Documents and/or under applicable laws. Notwithstanding anything to the contrary in this Section 5(b), during such 60 day period, Subordinate Lender shall be entitled to exercise its rights to enforce covenants and agreements of the Borrower relating to income, rent or affordability restrictions.

(c) Cross Default. The Borrower and the Subordinate Lender agree that a Subordinate Loan Default shall constitute a Senior Loan Default under the Senior Loan Documents and the Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other Senior Loan Default. If the Subordinate Lender notifies the Senior Lender in writing that any Subordinate Loan Default of which the Senior Lender has received a Default Notice has been cured or waived, as determined by the Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the Senior Loan shall be reinstated, provided, however, that the Senior Lender shall not be required to return or otherwise credit for the benefit of the Borrower any default rate interest or other default related charges or payments received by the Senior Lender during such Senior Loan Default.

6. Default Under Senior Loan Documents.

(a) Notice of Default and Cure Rights. The Senior Lender shall deliver to the Subordinate Lender a Default Notice within five (5) Business Days in each case where the Senior Lender has given a Default Notice to the Borrower. Failure of the Senior Lender to send a Default Notice to the Subordinate Lender shall not prevent the exercise of the Senior Lender's rights and remedies under the Senior Loan Documents, subject to the provisions of this Agreement. The Subordinate Lender shall have the right, but not the obligation, to cure any such Senior Loan Default within 60 days following the date of such notice; provided, however, that the Senior Lender shall be entitled during such 60-day period to continue to pursue its remedies under the Senior Loan Documents. Subordinate Lender may have up to 90 days from the date of the Default Notice to cure a non-monetary default if during such 90-day period Subordinate Lender keeps current all payments required by the Senior Loan Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Property, or Senior Lender's secured position relative to the Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such 90-day period all available rights and remedies to protect and preserve the Property and the rents, revenues and other proceeds from the Property. All amounts paid by the Subordinate Lender to the Senior Lender to cure a Senior Loan Default shall be deemed to have been advanced by the Subordinate Lender pursuant to, and shall be secured by the lien of, the applicable Subordinate Security Instrument.

(b) Cross Default. The Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Senior Loan Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents until either (i) the Senior Lender has accelerated the maturity of the Senior Loan, or (ii) the Senior Lender has taken affirmative action to exercise its rights under the Senior Security Instrument to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the Senior Security Instrument. At any time after a Senior Loan Default is determined to constitute a default under the Subordinate Loan Documents, the Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time the Borrower cures any Senior Loan Default to the satisfaction of the Senior Lender, as evidenced by written notice from the Senior Lender to the Subordinate Lender, any default under the Subordinate Loan Documents arising from such Senior Loan Default shall be deemed cured and the applicable Subordinate Loan shall be retroactively reinstated as if such Senior Loan Default had never occurred.

7. Conflict.

The Borrower, the Senior Lender and the Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Senior Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of the Senior Lender and the Subordinate Lender in the Property; (b) the timing of the exercise of remedies by the Senior Lender and the Subordinate Lender under the Senior Security Instrument

and the Subordinate Security Instrument, respectively; and (c) solely as between the Senior Lender and the Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which the Senior Lender and the Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Senior Loan Default or Subordinate Loan Default, as the case may be; give the Borrower the right to notice of any Senior Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

8. Rights and Obligations of the Subordinate Lender Under the Subordinate Loan Documents and of the Senior Lender under the Senior Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) Protection of Security Interest. The Subordinate Lender shall not, without the prior written consent of the Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that the Subordinate Lender shall have the right, after ten (10) business days' notice to Senior Lender, to advance funds to cure Senior Loan Defaults pursuant to Section 6(a) above and advance funds pursuant to the Subordinate Security Instrument for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Property and curing other defaults by the Borrower under the Subordinate Loan Documents.

(b) Condemnation or Casualty. In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Property (collectively, a "Taking"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Property (collectively, a "Casualty"), at any time or times when the Senior Security Instrument remains a lien on the Property the following provisions shall apply:

(1) The Subordinate Lender, in its sole capacity as lender, hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to the Senior Lender's rights under the Senior Loan Documents with respect thereto, and the Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by the Senior Lender; provided, however, this subsection and/or anything contained in this Agreement shall not limit the rights of the Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Taking and/or Casualty; and

(2) All proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair

and restoration or to payment of the Senior Loan) in the manner set forth in the Senior Security Instrument; provided, however, that if the Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Senior Loan, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Senior Loan shall be paid to, and may be applied by, the Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, the Senior Lender agrees to consult with the Subordinate Lender in determining the application of Casualty proceeds, provided further however that in the event of any disagreement between the Senior Lender and the Subordinate Lender over the application of Casualty proceeds, the decision of the Senior Lender, in its sole discretion, shall prevail.

(c) No Modification of Subordinate Loan Documents. The Borrower and the Subordinate Lender each agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of the Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon the Senior Lender under the Senior Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents or assignment of the Subordinate Lender's interest in the Subordinate Loan without the Senior Lender's consent shall be void ab initio and of no effect whatsoever.

9. Modification or Refinancing of Senior Loan.

In an Event of Default or threatened, imminent default, under the Senior Loan Documents, the Subordinate Lender consents to any agreement or arrangement in which the Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money, without the prior approval of Subordinate Lender. Subordinate Lender further agrees that its agreement to subordinate hereunder shall not extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Loan (including reasonable and necessary costs associated with the closing and/or the refinancing) that has not been previously approved by Subordinate Lender; and that all, after approval, the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that all references to the Senior Loan, the Senior Note, the Senior Security Instrument, the Senior Loan Documents and Senior Lender shall mean, respectively, the refinance loan, the refinance note, the mortgage securing the refinance note, all documents evidencing securing or otherwise pertaining to the refinance note and the holder of the refinance note.

10. Default by the Subordinate Lender or Senior Lender.

If the Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

11. Notices.

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the Senior Lender or the Subordinate Lender is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two (2) days after mailing in the United States), addressed to the respective parties as follows:

Senior Lender: Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Attention: Executive Director
Phone: (850) 488-4197

with a copy to: Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308
Attention: Junious D. Brown III, Esq.
Phone: (850) 224-4070
Email: jbrown@ngn-tally.com

Subordinate Lender: City of Kissimmee

Attention: _____

with a copy to: _____

Attention: _____

Borrower: Osceola Mental Health, Inc.
206 Park Place Boulevard
Kissimmee, Florida 34741
Attention: Natalie J. Mullett, M. Ed, CPP
Telephone: (407) 846-0023 Ext. 1321
Email: nataliem@ppbh.org

with a copy to: Nelson Mullins Riley & Scarborough LLP
390 N. Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Randy Alligood, Esq.
Telephone: (407) 839-4202
Email: Randy.alligood@nelsonmullins.com

Any party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

12. General.

(a) Assignment/Successors. This Agreement shall be binding upon the Borrower, the Senior Lender and the Subordinate Lender and shall inure to the benefit of the respective legal successors and assigns of the Senior Lender and the Subordinate Lender.

(b) No Partnership or Joint Venture. The Senior Lender's permission for the placement of the Subordinate Loan Documents does not constitute the Senior Lender as a joint venturer or partner of the Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) Senior Lender's and Subordinate Lender's Consent. Wherever the Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever the Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) Subordinate Lender Executes Solely In Capacity As Lender. Subordinate Lender executes this Agreement solely in its capacity as a lender toward the Property. Nothing contained in this Agreement is intended, nor will it be construed, to in any way restrict, limit or govern the rights of Subordinate Lender under circumstances, including but not limited to (i) when acting in its capacity as a sovereign, (ii) when exercising its governmental powers (including police, regulatory and taxing powers), (iii) when exercising its powers to take by eminent domain, or (iv) when acting in its capacity as an enforcement authority with respect to Borrower or the Property to the same extent as if it were not a party to this Agreement.. Therefore, nothing contained herein shall affect Subordinate Lender's ability to lawfully (i) enforce the City of Kissimmee Code of Ordinances, (ii) take property and give just compensation for said taking, (iii) to be compensated if the Property is taken by a sovereign other than the City of Kissimmee, or (iv) exercise any other rights and powers outside its role of Subordinate Lender.

(e) **Further Assurances.** The Subordinate Lender, the Senior Lender and the Borrower each agree, at the Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Security Instrument is subordinate to the lien, covenants and conditions of the Senior Security Instrument, or to further evidence the intent of this Agreement.

(f) **Amendment.** This Agreement shall not be amended except by written instrument signed by all parties hereto.

(g) **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. Any dispute arising under, in connection with or related to this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Osceola County, Florida or Leon County, Florida.

(h) **Severable Provisions.** If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(i) **Term.** The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the Senior Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which the Subordinate Lender is obligated to remit to the Senior Lender pursuant to Section 4 hereof; (iii) the acquisition by the Senior Lender of title to the Property pursuant to a foreclosure or an assignment in lieu of foreclosure of, or the exercise of a power of sale contained in, the Senior Security Instrument; or (iv) the acquisition by the Subordinate Lender of title to the Property pursuant to a foreclosure or an assignment in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Security Instrument, but only if such acquisition of title does not violate any of the terms of this Agreement.

(j) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

**COUNTERPART SIGNATURE PAGE TO
SUBORDINATION AGREEMENT**

(Dillingham Apartments / SAIL / ELI / NHTF / RFA 2021-102 / 2021-302SN)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SENIOR LENDER:

WITNESSES:

FLORIDA HOUSING FINANCE
CORPORATION

Print: _____

By: _____

Print: _____

Marisa Button
Managing Director of Multifamily Programs

[SEAL]

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by MARISA BUTTON, as Managing Director of Multifamily Programs of the FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida, on behalf of Florida Housing. Said person is personally known to me or has produced a valid driver's license as identification.

[Notary Seal]

Signature of person taking acknowledgment
Name (typed, printed or stamped): _____
Title or Rank: _____
Serial number (if any): _____

**COUNTERPART SIGNATURE PAGE TO
SUBORDINATION AGREEMENT**

(Dillingham Apartments / SAIL / ELI / NHTF / RFA 2021-102 / 2021-302SN)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SUBORDINATE LENDER:

[SEAL]

CITY OF KISSIMMEE

By: _____

ATTEST:

Approved as to form and legal sufficiency

By: _____

By: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by _____, as _____ of the City of Kissimmee, a municipal corporation of the State of Florida, on behalf of said municipal corporation. Said person is (*check one*) ☐ personally known to me or ☐ has produced a valid driver's license as identification.

[Notary Seal]

Signature of person taking acknowledgment
Name (typed, printed or stamped): _____
Title or Rank: _____
Serial number (if any): _____

**COUNTERPART SIGNATURE PAGE TO
SUBORDINATION AGREEMENT**

(Dillingham Apartments / SAIL / ELI / NHTF / RFA 2021-102 / 2021-302SN)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

BORROWER:

OSCEOLA MENTAL HEALTH, INC., a Florida
not-for-profit corporation

WITNESSES:

Print: _____

By: _____
James A. Shanks, President & C.E.O.

Print: _____

Address: 206 Park Place Boulevard
Kissimmee, Florida 34741

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by JAMES A. SHANKS, as President & C.E.O. of OSCEOLA MENTAL HEALTH, INC., a Florida not-for-profit corporation, on behalf of the corporation. Said person is (check one) ☐ personally known to me or ☐ have produced a valid driver's license as identification.

[Notary Seal]

Signature of person taking acknowledgment
Name (typed, printed or stamped): _____
Title or Rank: _____
Serial number (if any): _____

EXHIBIT "A"

LEGAL DESCRIPTION

(Dillingham Apartments)

ITEM 7.K

Purchase of equipment from Stryker Medical for New Rescue 16

Request

Approval to purchase equipment from Stryker Medical to equip our new Rescue.

Explanation

New Rescue 16 was included and approved in the Fire Department's FY23 Capital Budget, Project ST2303. Per Finance's direction, this project includes the cost of all capital items that will be permanently assigned to this rescue.

We are requesting approval to purchase the following items from Stryker Medical. This equipment is necessary to stock the new Rescue 16 for advanced life support (ALS). This will be a sole source purchase in order to remain consistent with the equipment we are currently using on the remaining fleet of rescues.

The items to be purchased are:

Stretcher, batteries & charger	\$ 26,645.22
Fastening (Lift) system	\$ 22,638.92
LifePak 15 Monitor, case, batteries & charger	\$ 37,443.57
Lucas CPR Device, batteries & charger	\$ 15,712.01
Modem	\$ 1,011.07
Stair Chair	\$ 3,526.50
Total Purchase Cost:	\$106,977.29

These funds are already included in project ST2303, however a budget transfer will need to be done to move the funds from 10435206 5006495 (vehicles) to 10435206 5006494 (equipment).

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10435206 5006495	ST2303	Decrease		\$106,978
10435206 5006494	ST2303	Increase		\$106,978

Financial Summary:

\$106,978 is being transferred to 10435206 5006494 from 10435206 5006495, all within Project ST2303, for equipment that will be placed on our new Rescue.

Recommendation

Staff recommends approval of this purchase, and the budget transfer from 10435206 5006495 to 10435206 5006494 in the amount of \$106,978, all within project ST2303

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

None

ITEM 7.L

Disposal of City Assets

Request

Approval to dispose of the asset items detailed in the attached report.

Explanation

The Charter states that the City Manager “shall not dispose of property belonging to the City, except on authority of the City Commission.” Therefore, staff is requesting approval to dispose of the items included on the attached list.

The items included on the attached list are slated to be auctioned or junked and have not previously been approved for disposition by the City Commission. These items will be placed up for auction via George Gideon Auctioneers, Inc. live auction or George Gideon Auctioneers, Inc. online auction. All items from the City's Information Technology Department will go to auction via A-1 Assets.

Recommendation

Staff recommends Commission approval to remove these items from the City’s equipment inventory listing and to send those items to the auction for disposition.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

1. December Asset Disposal

City of Kissimmee
Surplus Property Auction List
Dec-22 GIDEON AUCTIONEERS

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
PR064	1984 CARYALL CROSLEY TRAILER (PR064)		1CR384CUKA1100412	20340
PR190	1990 COLEMAN LIGHT TOWER (PR190)		RL1404	22877
PR215	2008 JOHN DEERE BUNKER FIELD RAKE (PR215)			N/A
PR253	2013 FERRIS MOWER (PR253)		2016575486	22710
PR278	2013 FERRIS MOWER (PR278)		2017085448	23544
PR279	2017 FERRIS MOWER (PR279)		2017126581	23545
PD503	2009 FORD CORWN VIC (PD503)		2FAHP71V39X134281	20708
POLICE	MISC ITEMS INSIDE PD503			N/A
PD566	2015 FORD EXPLORER (PD566)		1FM5K8AROFGA66216	23156
POLICE	MISC ITEMS INSIDE PD566			N/A
DR066	2006 KENWORTH DUMP TRUCK (DR066)		1NKDXEUX86J134685	23671
DEV SERV	4 DRAW CABINET			N/A
PW/TRAFFIC	DUAL CLUSTER BRACKET		420-2BXLC	N/A

City of Kissimmee
Surplus Property Auction List
Dec-22 A-1 ASSETS

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
INFO TECH	Optiplex 9020		7K4L282	23652
INFO TECH	DHM		1GLB921	17893
INFO TECH	DHM		57HNNH41	18666
INFO TECH	Optiplex 3030 AIO		5JKZD42	23455
INFO TECH	Optiplex 3030 AIO		7CBJ182	23643
INFO TECH	Optiplex 3030 AIO		CT47X52	23613
INFO TECH	Optiplex 3030 AIO		HD21942	23373
INFO TECH	Optiplex 3030 AIO		CVYZQD2	23892
INFO TECH	Optiplex 380		77C20R1	22013
INFO TECH	Optiplex 390		6HSZ7V1	22318
INFO TECH	Z240		2UA734326W	24449
INFO TECH	OptiPlex 3040		D2S1JK2	24400
INFO TECH	OptiPlex 9020		J1Q3RD2	24035
INFO TECH	OptiPlex 3050		GRCZWK2	24431
INFO TECH	OptiPlex 7040		11CYCH2	24069
INFO TECH	OptiPlex 7040		FMFZSD2	24028
INFO TECH	OptiPlex 7040		11CZCH2	24068
INFO TECH	OptiPlex 7040		8MZ9DH2	24054
INFO TECH	OptiPlex 3040		FN1XKH2	24261
INFO TECH	OptiPlex 3040		FN1YKH2	24260
INFO TECH	OptiPlex 9020		9FYTKB2	23881
INFO TECH	OptiPlex 3050		BJKR XK2	24055
INFO TECH	OptiPlex 3050		GRD0XK2	24432
INFO TECH	OptiPlex 7040		11CXCH2	24070
INFO TECH	OptiPlex 7040		3X85HH2	24217
INFO TECH	OptiPlex 7040		5R1NDH2	24079
INFO TECH	OptiPlex 3040		FMT4LH2	24375
INFO TECH	OptiPlex 3040		FMSXKH2	24377
INFO TECH	OptiPlex 3040		FMS5LH2	24372
INFO TECH	OptiPlex 3040		FMT3LH2	24376
INFO TECH	OptiPlex 3040		FMS4LH2	24370
INFO TECH	Z240		2UA73526BW	24450
INFO TECH	OptiPlex 7040		3JQHMF2	24040
INFO TECH	OptiPlex 7040		3X88HH2	24220

INFO TECH	OptiPlex 7040		11CDDH2	24071
INFO TECH	OptiPlex 7040		3X86HH2	24218
INFO TECH	OptiPlex 7040		7RKVCH2	24047
INFO TECH	OptiPlex 7040		6TY4TD2	24030
INFO TECH	OptiPlex 3050		1GB5XK2	24430
INFO TECH	OptiPlex 3050		BJKQXK2	24056
INFO TECH	OptiPlex 3050		JV02JK2	24451
INFO TECH	OptiPlex 3040		FN1ZKH2	24259
INFO TECH	OptiPlex 3040		FMTWKH2	24374
INFO TECH	OptiPlex 7040		FD7YBH2	24043
INFO TECH	Z240		2UA7342SNM	24438
INFO TECH	Z240		2UA7342SNT	24439
INFO TECH	Optiplex 3030 AIO		8nz3ch2	24049
INFO TECH	Z240		2ua70717cc	24226
INFO TECH	Z240		2ua70717c4	24228
INFO TECH	Z240		2ua7132nsz	24229
INFO TECH	Z240		2ua6521x4n	24042
INFO TECH	Z240		2ua734326s	24437
INFO TECH	Latitude 5480		JDCRBH2	24420
INFO TECH	Latitude 5480		3NVS9H2	24426
INFO TECH	Latitude 5480		7QVS9H2	24414
INFO TECH	Latitude 5480		87YHBH2	24427
INFO TECH	Latitude 5480		95YHBH2	24423
INFO TECH	Latitude 5480		CG1CLH2	24441
INFO TECH	Latitude E5550		2NTHR32	23466
INFO TECH	Latitude 5480		6H00HH2	24446
INFO TECH	Latitude 5480		9MVS9H2	24419
INFO TECH	Latitude 5480		83XYGH2	24443
INFO TECH	Latitude 5480		G4YHBH2	24421
INFO TECH	Latitude 5480		B6YHBH2	24422
INFO TECH	Latitude 5390		2NFYKP2	24891
INFO TECH	Latitude 5480		75YHBH2	24418
INFO TECH	Latitude 5480		HPVS9H2	24416
INFO TECH	Latitude 3580		2JG1NJ2	24433
INFO TECH	Latitude 5480		J3PS9H2	24415
INFO TECH	Latitude 5480		FHVS9H2	24417
INFO TECH	Latitude 5480		6PVS9H2	24429
INFO TECH	Latitude 5480		CSK1FH2	24442
INFO TECH	Latitude 5480		8QVS9H2	24428
INFO TECH	Latitude 5480		83XYGH2	24443

INFO TECH	Latitude 5480		6Q76FH2	24444
INFO TECH	Latitude 5480		HWX5FH2	24447
INFO TECH	Latitude 5480		2QVS9H2	24425
INFO TECH	Latitude 5480		42KFBH2	24424
INFO TECH	Latitude 5480		BBF6FH2	24448
INFO TECH	B300		RHC05B0077	24600
INFO TECH	B300		RHC05B0076	24598
INFO TECH	B300		RHC05B0073	24596
INFO TECH	B300		RHC05B0079	24602
INFO TECH	B300		RHC05B0074	24597
INFO TECH	B300		RJA 05B0701	25322
INFO TECH	B300		RHC05B0080	24605
INFO TECH	B300		RJ905B0537	24929
INFO TECH	B300		RHC05B0081	24604
INFO TECH	B300		RHC05B0049	24609
INFO TECH	B300		RHC05B0078	24601
INFO TECH	B300		RHC05B0048	24608
INFO TECH	B300		RHC05B0083	24606
INFO TECH	Latitude 5480		BGSXFH2	24461
INFO TECH	B300		RHC05B0084	24607
INFO TECH	B300		RHC05B0071	24594
INFO TECH	B300		RHC05B0082	24603
INFO TECH	B300		RG163B0159	23849
INFO TECH	B300		RH705B0008	24384
INFO TECH	B300		RHC05B0070	24593
INFO TECH	B300		RHC05B0069	24592
INFO TECH	B300		RJ905B0541	24933
INFO TECH	B300		RHC05B0068	24610
INFO TECH	B300		RJ905B0538	24930
INFO TECH	B300		RJA05B0702	25323
INFO TECH	B300		RHC05B0072	24595
INFO TECH	B300		RJA05B0696	25317
INFO TECH	B300		RHC05B0075	24599
INFO TECH	B300		RF163B0892	23448
INFO TECH	5th Gen Surface Pro		008476381453	24694
INFO TECH	5th Gen Surface Pro		601985681353	24697
INFO TECH	5th Gen Surface Pro		008474581453	24693
INFO TECH	5th Gen Surface Pro		008540481453	24696
INFO TECH	5th Gen Surface Pro		008515281453	24695
INFO TECH	S410		RJ503S0117	24235

INFO TECH	Latitude 14Rugged 5404		52KRN1	23769
INFO TECH	Latitude 14Rugged 5404		BM5QNY1	23622
INFO TECH	S410		RJ503S0119	24236
INFO TECH	S410		RJ503S0118	24234
INFO TECH	Latitude 14Rugged 5414		7GWRG92	24074
INFO TECH	Latitude 14Rugged 5414		5RSMG92	24264
INFO TECH	Latitude E5450		92fwwf2	24072
INFO TECH	Latitude E5450		71fwwf2	24065
INFO TECH	B300		rj905b0540	24932
INFO TECH	B300		rj905b0539	24931
INFO TECH	ThinkPad		1S20GA000KUSLR05S804	TC-0141
INFO TECH	5th Gen Surface Pro		004816291153	25257
INFO TECH	5th Gen Surface Pro		034240181953	25359
INFO TECH	MFC-9330CDW		U63480H7J352771	N/A
INFO TECH	LAserJet Enterprise M506		PHBGR50343	24244
INFO TECH	HL-L3210CDW		U65174J9N326087	N/A
INFO TECH	FI-5015C		FI5015C704167	N/A
INFO TECH	CM752A		HK274BZ00T05SK	N/A
INFO TECH	CM750A		CN2BIB4GBC05KD	N/A
INFO TECH	ScanJet 4500fn 1		CN68RC602206CN	N/A
INFO TECH	2350d		8TDHGN1	N/A
INFO TECH	Laserjet 2300n		CNBFC76714	N/A
INFO TECH	CSS665DNF		CN00TG507197153NU045	N/A
INFO TECH	2330dn		96L9SG1	N/A
INFO TECH	SCanJet N6310		CN46NEF078056K	TC-0085
INFO TECH	Laser Printer 1720DN		HZP88D1	N/A
INFO TECH	CFX-L3500 IF		50541	21572
INFO TECH	HL-L3210CW		U65174J8N160771	N/A
INFO TECH	S2825cdn		6X3XF62	N/A
INFO TECH	MFC-9330CDW		U63480G6J586103	N/A
INFO TECH	LaserJet P4515tn		CNDY926520	21639
INFO TECH	AXIS 7 Units	5507-451		N/A
INFO TECH	AXIS 2 UNITS	01156-001		N/A
INFO TECH	AXIS 6 Units	5505-081		N/A
INFO TECH				N/A
INFO TECH	AXIS 7 Units	5505-091		N/A
INFO TECH	AXIS 3 Units	01041-001		N/A
INFO TECH	AXIS 1 UNits	01046-001		N/A
INFO TECH	AXIS 1 Units	01457-001		N/A
INFO TECH	AXIS 2 Units	Q3708-PVE		N/A

INFO TECH	AXIS 2 Units	80100104		N/A
INFO TECH	42 Monitors			N/A

City of Kissimmee
Surplus Property Auction List
Dec-22 JUNKED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
CM	MONTERY 100C PLUS SAT DEVICE			17321
FINANCE	REFIGERATOR		EK0416982	N/A
HR	WHIRLPOOL REFIGERATOR			N/A
PARKS	ICE MAKER		310045998	N/A
POLICE	RADIO	XTS5000	721CGZ2426	19210
POLICE	RADIO	XTS5000	721CGZ2419	19203
POLICE	RADIO	XTS5000	721CGZ2410	19194
POLICE	RADIO	XTS5000	721CGZ2407	19191
POLICE	RADIO	XTS5000	721CGF2072	19701
POLICE	RADIO	XTS5000	721CGF2038	19670
POLICE	RADIO	XTS5000	721CFH0352	18945
POLICE	RADIO	XTS5000	721CFH0341	18597
POLICE	RADIO	XTS5000	721CGZ2436	19968
POLICE	RADIO	XTS5000	721CHK0559	19956
PW/TRAFFIC	2" PVC			N/A

City of Kissimmee
Surplus Property Auction List
Dec-22 CANNIBALIZED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
CM	LARGE METAL STORAGE RACKS (2)	WINSTEAD		N/A

City of Kissimmee
Surplus Property Auction List
Dec-22 LOST

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
FIRE	IPAD PRO			24680

ITEM 7.M

Amendment No. 13 to the Professional Service Agreement with AVCON, Inc.

Request

Staff requests Commission approval of Amendment No. 13 to the professional service agreement between the City of Kissimmee and AVCON, Inc. dated December 19, 2017, for engineering and construction services in connection with Taxiway E Extension and Install Taxiway E Lighting.

Explanation

Due to the experience of AVCON Inc. in the aviation and planning field, the Kissimmee Gateway Airport has selected AVCON, Inc. to provide professional services to oversee the completion of Taxiway E Extension and Install Taxiway E Lighting.

AVCON has ample experience working at Kissimmee Gateway Airport since 2008 and understands the airport's history, environment, and vision. In addition, AVCON has recently updated FDOT's Airport Master Plan Guidebook, illustrating their understanding and close relationship to FDOT.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47070106-506393	APXXXX		388,752	388,752

Financial Summary:

Portions of this project are funded by the Federal Aviation Administration (FAA) (90%), Florida Department of Transportation (FDOT) (8%), and the Kissimmee Gateway Airport (2%). The total project amount is \$5,861,435 with each agency funding the following amounts:

FAA AIP (Grant #: 3-12-0038-042-2022) - \$5,275,292

FDOT-PTGA (Grant #: 438441-2-94-01) - \$468,920

Kissimmee Gateway Airport - \$120,628

The balance for the City match will be provided from Project AP2305, previously budgeted for Taxiway D design in the amount of \$120,628.

Recommendation

Staff recommends Commission approval of Amendment No. 13 to the professional service agreement between the City of Kissimmee and AVCON, Inc. dated December 19, 2017, for engineering and construction services in connection Taxiway E Extension and Install Taxiway E Lighting Project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. (S) AVCON Amendment No. 13 Taxi E
2. AVCON 2017 Service Agreement Fully Executed



5555 E. Michigan St., Suite 200
Orlando, Florida 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

**AMENDMENT NO. 13
TO THE
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN

**CITY OF KISSIMMEE
KISSIMMEE, FLORIDA
(SPONSOR)**

AND

**AVCON, INC.
ORLANDO, FLORIDA
(CONSULTANT)**

This is an AMENDMENT entered into, effective this 20th day of December, 2022, by and between the parties above described, WHEREAS, the SPONSOR and CONSULTANT have entered into a Master Consulting Agreement (Professional Services Agreement) dated December 19, 2017, hereinafter referred to as the MASTER AGREEMENT for the purpose of defining the general terms and conditions applicable to the initial and continuing contractual relationship between the parties hereto. Except for what is in this AMENDMENT, all covenants, conditions, and obligations of the Master Agreement not in conflict herewith shall remain in full force and effect.

NOW THEREFORE, in consideration of these premises and of the satisfactory performance by the CONSULTANT of the services hereinafter provided and for the payments to be made, therefore by the SPONSOR, the CONSULTANT and the SPONSOR do hereby agree to accomplish the work as follows:

SCOPE OF SERVICES:

Provide technical re-package design, bidding, and construction engineering services in connection with Attachment A as follows:

TAXIWAY E EXTENSION (24 END) - CONSTRUCTION ENGINEERING

All Man-hours and Expenses are included in Lump Sum Costs as Attached. Reference is made to the Master Agreement for Professional Consulting Services between Consultant and Client.

The **LUMP SUM COST** of this AMENDMENT is Three Hundred Eighty Eight Thousand, Seven Hundred Fifty Two Dollars and Zero Cents (**\$388,752.00**) as detailed in Attachment A. The Client agrees to pay CONSULTANT for its services based on approved monthly invoices once federal funds are received. This project is being jointly funded by the Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT), and the City of Kissimmee Gateway Airport (ISM). A funding share level breakdown of costs are depicted in Exhibit C, as part of Attachment A to this AMENDMENT. It is understood that receipt of Federal funding may not occur until after October 1 of calendar year 2022. Therefore, the necessary front-end Tasks 1 and 2 (see ATTACHMENT A) will be borne by the CONSULTANT temporarily, but which will be eligible for reimbursement by FAA once the SPONSOR receives Federal financial assistance funds. Tasks 1 and 2 will not be eligible for funding by FDOT since the work will be performed prior to a Public Transportation Grant Agreement (PGTA) being executed. FDOT will execute a PGTA once Federal Funds are received.

The schedule for completion of all services is anticipated to be not greater than approximately 12 months from the date of execution or Notice to Proceed, whichever is later. The anticipated construction phase of the physical project improvements is understood to be \$7.77 M, with the construction period to last 194 calendar days. The client project representative and CONSULTANT shall jointly determine interim schedule milestones.

This AMENDMENT and all referenced attachments shall constitute the complete AMENDMENT (Task Order) for this assignment.

Client Concurrence:

City of Kissimmee

By: _____
Authorized Signature

Honorable Olga Gonzalez

Mayor - Commissioner

Date: _____

ATTEST

Date: _____

Approved as to form and legality

City Attorney Date

Vendor Concurrence:

AVCON, INC.

By: 
Authorized Signature

Sandeep Singh, P.E.

President

Date: 12/5/22



ATTEST

Date: 12/5/22

ATTACHMENT A

SCOPE OF SERVICES –CONSTRUCTION ENGINEERING

The following parties may be referred to hereafter: SPONSOR (OWNER - City of Kissimmee); CONSULTANT (SPONSOR's Consultant – AVCON, Inc.); FAA (Federal Aviation Administration); FDOT (Florida Department of Transportation); DISTRICT (South Florida Water Management District); Toho Water Authority (TWA); Florida Department of Environmental Protection (FDEP); Osceola County Department of Environmental Health (DEH).

I. PROJECT DESCRIPTION

The work can generally be as described below, hereinafter called the PROJECT.

The work will consist of the level of effort required for the repackage design, bidding, construction engineering of:

TAXIWAY E EXTENSION (24 END) - CONSTRUCTION ENGINEERING

The following exhibits form a part of this AMENDMENT:

EXHIBIT B – CONCEPTUAL PROJECT LAYOUT

EXHIBIT C – PROFESSIONAL SERVICES COMPENSATION

II. PROJECT SERVICES

The PROJECT Services are divided into the FAA categorized Basic Services and Special Services per Advisory Circular 150/5100-14. **Basic Services** are identified in Section III, and consist of the following phases

- **Basic Services**
 - A. Re-Package Design
 - B. Bidding
 - C. Construction Administration
- **Special Services** are identified in Section IV and are sub-divided into following phases:
 - A. FAA Grant Applications
 - B. Resident Project Representative / Inspection
 - C. Control & Testing of Construction Materials
 - D. DBE Goals & Methodology / SBE Element Update
 - E. Project and Cost Administration
 - F. Record Drawings

Additional Services are identified in Section V, and include services not specifically performed in this AMENDMENT, due to circumstances that may arise and which are beyond the control of the CONSULTANT.

III. BASIC SERVICES

The services to be rendered by the CONSULTANT included under this Article are defined as Basic Services in accordance with FAA AC 150/5100-14.

A. Re-Package Design (Update From 2016 to 2022)

1. Repackage Existing Construction Plans / Permits:

The original design plans and design permits for the project were shelved by the Airport in 2016 – 2017 in favor of other projects. This effort is to bring the plans up to the 2022 standards necessary to

get the project ready to bid the project per FAA standards. Because the new electrical vault is being constructed during this period, all of the vault plans must be updated to the new location and layouts. Additionally, Kissimmee Jet Center's new owner will need to coordinate, and a new tie-in location added.

2. Conduct a Plan Review with Sponsor.

Submit 90% design documents, necessary to bid the project, to the Sponsor and others for review. A 90% review meeting will be conducted with the Sponsor, at the Sponsor's discretion. Respond to 90% Sponsor written review comments. It is understood that once the Sponsor comments have been satisfactorily addressed, the 90% documents will be revised to incorporate these comments into the 100% documents.

3. Submit 100% Bid Documents

Generate and print / submit 3 sets of 100% complete construction plans for the Sponsor to distribute to the FAA, FDOT, and others, ready for bidding.

B. Bidding

1. Assistance with the actual advertising for bids, including assistance with advertisements for newspapers and construction trade publications. The actual cost of advertisement is included (bid invitation advertisement fee).
2. Assist SPONSOR in issuance of bid documents. Prepare, order, and assimilate bid sets including the construction plans and project manual to registered plans holders. Coordinate with plans rooms, SPONSOR, and others to arrange for delivery of bid sets, receive orders for bid sets, as well as manage and administer of bid sets in-house and to registered plans holders. Maintain a listing of registered plans holders, and dissemination to concerned parties.
3. Attend and assist the SPONSOR at one bid opening and conduct one pre-bid conference, and advise as to matters relating to design as they may arise during the bidding period. A pre-bid conference will not be mandatory for contractors to attend in order to bid the project.
4. Prepare addenda as required and/or proposals, formulate responses to bidder questions, modify the plans and specifications as necessary, and general coordination and interpretation of the technical aspects of the bid documents.
5. Advise and make recommendations to SPONSOR during bidding, review the bids received as to the low responsive bidder quality, insurances, and references, and make determinations as to the efficacy of the bids. Prepare a recommendation to award letter, including a comprehensive bid tabulation with engineer's estimate. Coordinate with low responsive qualified bidder.

C. Construction Administration Phase services to be rendered by the CONSULTANT include:

1. FAA Federal Grant Application. The CONSULTANT will prepare the necessary federal grant application with supporting documentation in order to apply for federal financial assistance on behalf of the SPONSOR.
2. Conduct one Pre-construction conference. The CONSULTANT will coordinate the time, date, and location of the preconstruction conference. The consultant will notify the Owner, the FAA, the FDOT, and other interested parties of the preconstruction conference and will invite their representatives to attend. The CONSULTANT will conduct the preconstruction conference in accordance with FAA AC 150/5300-9 *Pre-design, Prebid, and Preconstruction Conferences for Airport Grant Projects* to ensure that the attendees are aware of the design, construction, and safety requirements of the project and are informed of their individual responsibilities.

3. General Administration - Consultation and advice to the SPONSOR during construction. The consultant will provide general consultation and advice to the Owner during the construction phase of the project. The consultant will provide general coordination between the Owner, FDOT, and the FAA during the construction phase of the project. The consultant will assist the Owner with the preparation and issuance of change orders, recommend construction specification interpretations, and advise the Owner as to the contractor's performance. The consultant will review daily progress reports, monthly construction progress reports, wage survey records, and certified payrolls. The consultant will distribute copies of the monthly construction progress reports to the Owner, the FAA, and the FDOT. The consultant will provide general supervision and support to the RPR including, but not limited to, coordinating field survey personnel, processing the RPR's weekly time sheets and expense sheets, providing technical documentation, providing field office supplies and materials, performing construction contract interpretation, analyzing unusual or unique developments or complications during construction, and communicating and corresponding with the contractor regarding contract administration, project changes, bonding and insurance issues, and other construction related matters. The consultant will communicate and coordinate with the contractor, Owner, FAA, FDOT, and RPR on a regular basis throughout the construction phase of the project in the form of teleconferences, letters, memos, faxes, and email.
4. Preparation of field sketches required to resolve actual field conditions encountered.
5. Reviewing detailed construction, shop, materials certifications, and erection drawings submitted by contractor for compliance with design concepts. The consultant will review the shop drawings and materials submittals that are furnished by the contractor as required by the construction contract documents. The consultant will either fully approve, conditionally approve, or reject the shop drawings and materials. The consultant will return conditionally approved and rejected shop drawings and materials submittals to the contractor for changes or revisions prior to the use of the materials on the project. The consultant will review up to three (3) resubmissions of a conditionally approved or rejected shop drawing or submittal. The consultant will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The consultant will distribute copies of the submittals and the updated submittal register to the Owner and the contractor.
6. Reviewing and analyzing laboratory and field soils test reports, and delivery certificates for materials and equipment, as necessary and required by the PROJECT scope.
7. Observation of initial operation performance tests and test strips required by specifications.
8. Review and approval of periodic estimates submitted by the Resident Project Representative for partial and final payments to the contractor.
9. Final review of contractor monthly pay applications, including any adjustments necessary, and preparation of the recommendation to pay (as appropriate) letter, with one or more copies of the certified approved version of the application.
10. Preparation and negotiation of change orders and supplemental agreements, Requests for Information (RFI), Engineer's Supplemental Instructions (ESI), or review and approval of field directive change orders.
11. Supervisory Site Visits - The consultant will make supervisory visits to the construction site to observe the progress, safety, and quality of the construction. The consultant will coordinate the site visits with the Owner and representatives of the contractor. The consultant's representatives will meet with the representatives of the Owner and the contractor to discuss the project's progress and to identify areas of concern to facilitate the construction.
12. Final Inspection - The consultant will conduct a site walk and final inspection of the project to confirm the completeness and quality of the construction. The consultant will coordinate the date and time of the final inspection via teleconferences, letters, faxes and email to the Owner, the FAA, the FDOT,

the RPR, and the contractor. The consultant will prepare a summary report of the final inspection, including a punch list of work items that the contractor must accomplish to complete the project. The consultant will distribute the summary report to the Owner, the FAA, the FDOT, the RPR, and the contractor. Consultant will attend final inspection of the completed construction and prepare a punch-list report on any deficiencies, corrective actions required, etc., as determined at said inspection.

NOTE: In the performance of construction phase services, the CONSULTANT shall not be responsible for the acts or omissions of any contractor, any subcontractor, or any of the contractor's or subcontractor's agents or employees, or any other persons (except his own employees and agents) on the PROJECT or otherwise performing any of the work of the PROJECT, including the contractor's means, methods, or procedures of construction, or issue directions or be responsible for the safety procedures and programs in connection with the contractor's work.

IV. SPECIAL SERVICES

The services to be rendered by the CONSULTANT included under this Article are defined as Special Services in accordance with FAA AC 150/5100-14. The following are among the Special Services to be performed by the CONSULTANT:

A. FAA Grant Applications

The CONSULTANT will prepare copies of both the formalized FAA grant application package for construction and the final FAA grant application including letters of transmittal, Standard Form 424, Standard Form 5100-100, project narrative, cost estimate, project schedule, location sketch, statement of environmental action, statement of airport user coordination, statement of intergovernmental coordination, statement of owner DBE program status, sponsor certifications, and grant assurances, and other supporting documentation. The CONSULTANT will submit the grant application to the owner with transmittal letters for signatures and forwarding to the FAA and state. The CONSULTANT will review the Federal grant offer and assist the owner in complying with the terms and conditions of the grant offer.

B. Resident Project Representative (RPR)

The CONSULTANT will furnish full-time RPR services throughout the estimated 194 calendar day construction period for the PROJECT. The RPR will in general:

1. Be present every work week day, any weekend days, and any night work required by the special phasing, to observe the construction activities for conformance with the intent of the design and FAA/FDOT standards. The consultant will provide a qualified construction RPR to observe that the construction is carried out in reasonably close conformity with the contract documents and in accordance with the customary practices of professional engineers and consultants.
2. Measure, compute, and/or monitor quantities of work performed and quantities of materials in-place for partial and final payments to the contractor. The RPR will prepare and maintain cost estimates and construction quantity estimates for use in preparing monthly payment reimbursement requests and for monitoring the progress of the consultant's work. The RPR will prepare daily construction progress reports of the construction activities that are observed and will submit the reports to the consultant for review. The RPR will prepare monthly construction summary reports of completed work that has been accepted and approved and will submit the reports to the consultant for review.
3. Review and approve initial requests for monthly and final payments to the contractor, prior to forwarding to the CONSULTANT for further review and approval.
4. Coordinate the construction activity with the SPONSOR and attend construction meetings.
5. Review up-to-date as-built drawings completed by and received from the Contractor. Maintain a separate set of red-lines for consolidation with the Contractor's red-line annotations of the construction plans and for incorporation into the record drawings by the CONSULTANT.

6. Advise CONSULTANT of any construction problems, RFIs, and any necessary Change Order work, and make suggestions for resolution.
7. Attend the pre-construction conference and final inspection.
8. The RPR will be the consultant's primary contact with the contractor and their subcontractors during the course of construction. The RPR will be available to meet with the representatives of the Owner, the FAA, the FDOT, and other interested parties at the project location. The RPR will coordinate and supervise the consultant's subconsultants and personnel who are performing on-site testing, surveying, or other project related services.
9. The RPR will monitor and coordinate the construction progress; will coordinate with the Owner, the consultant, and the contractor; will provide construction oversight to ensure that the work is proceeding according to the construction contract documents; and will notify the consultant if problems, disputes, or changes arise during the course of construction.
10. Review and approve the Contractor's payroll and wage rates per federal standards, prior to forwarding to the CONSULTANT for further review and approval. The RPR will conduct Federal wage rate surveys with the contractor's personnel and their sub-contractor's personnel to ensure compliance with the U.S. Department of Labor regulations for federally funded construction projects. The RPR will submit the wage rate survey records to the consultant for review.
11. The RPR will assist the contractor with construction surveying to identify the limits of work, to determine elevations and grades, to locate physical features discovered during the course of construction, and to calculate quantities of materials either removed or utilized on the project. The contractor's construction survey data will be incorporated into the record drawings at the completion of the project. The consultant will provide the RPR with CADD support to plot the results of the construction survey data.

Expenses: The consultant/RPR will incur certain project related expenses during the course of the technical observation of construction phase of the work which may include but will not be limited to: meals, lodging, mileage cost at current year IRS rates per mile, tolls, overnight shipping, prints, photocopies, equipment rental, supplies, long distance telephone calls from the field, and miscellaneous vendor invoices. Refer to Exhibit C – Professional Services Compensation for detailed breakdown.

C. Control and Testing of Construction Materials

The CONSULTANT will arrange for the work necessary to provide for the proper control and testing of construction materials, per FAA specifications, and in conformance with the contract documents. This work will include:

1. Provide asphalt and/or concrete plant inspection and materials reporting and supervision, on all days of paving / pouring.
2. Review job mix formula for bituminous and portland cement concrete pavements to be furnished for the PROJECT.
3. Obtain samples and have necessary laboratory testing performed on aggregates, on site soils and excavation/embankment materials, base and sub-base mixed materials, as per the project design plans.
4. Conduct field density tests to check the compaction of subgrades, fills, base, and subbase courses.
5. Determine in-place density of bituminous concrete pavements by laboratory testing in accordance with FAA regulations and design/construction standards.

6. Take field LBR or CBR samples for testing with design requirements.
7. Conduct slump, air, concrete cylinder, and/or flexural beam tests for all specified portland cement concrete used on the project, per the contract documents.

D. DBE Goals & Methodology Update / SBE Element

1. The CONSULTANT shall prepare and submit DBE Goals/Methodologies Update Report (including any appendices and annual reporting information, as required under 49 CFR Part 26) for the PROJECT in accordance with FAA criteria, using a qualified sub-consultant, or in-house experts.
2. The consultant will update the airport Disadvantaged Business Enterprise (DBE) program plan in accordance with 49 CFR Part 26 *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Work includes formulation of a revised goal based on actual accomplishment of federal projects since the last update, submittal of methods and goals to FAA Civil Rights Office, FAA Southern Region for approval, and all data collection efforts. The latest Small Business Enterprise (SBE) component will be implemented or updated as necessary.

E. Project and Cost Administration

1. Scope of Services and Contract - The CONSULTANT shall communicate and coordinate with the Owner via telephone, letters, fax and email requesting the authority to proceed with the preliminary phases of the proposed project pending the execution of the CONSULTANT's professional services agreement. The CONSULTANT will prepare a professional services agreement including a detailed work scope narrative and itemized fee schedule for submission to the Owner, the FAA, and FDOT for review and approval. The CONSULTANT will coordinate the preparation of the contract with the Owner's staff. The CONSULTANT will make changes to the work scope narrative and the fee schedules of the selected proposal. The CONSULTANT will make changes to the contract document standard provisions at the request of the Owner's legal counsel and with the approval of the CONSULTANT's executive management. The CONSULTANT will prepare letters of transmittal and will distribute (3) copies of the final contract to the Owner and the CONSULTANT's executive management for original authorized signatures. The CONSULTANT will prepare letters of transmittal and will distribute one (1) signed original copy of the fully executed contract to the Owner, one (1) signed original copy to the CONSULTANT's executive management, one (1) signed photocopy to the FDOT, and one (1) signed photocopy to the FAA.
2. In-House Administration – The CONSULTANT will provide general project administration and coordination including in-house staff review of the project's progress, in-house staff communication, and dissemination of project data and information to in-house staff in the form of internal memos, discussions, meetings, and updates to apprise the project team, Owner, and funding agencies of new developments throughout the construction phase of the project.
3. Cost and Schedule Administration – The CONSULTANT will prepare a brief work-plan for distribution to the Owner and interested parties to inform them of the goals and objectives of the construction phase of the project including sub-consultants and their assignments and duties, project budget, project schedule, and project contacts. The CONSULTANT will make periodic adjustments to the construction costs and schedules as modified by actual construction and conditions in the field, subject to any change orders, requests for information (RFIs), ESIs, or field directive changes, as necessary and applicable. The CONSULTANT will notify the Owner, FDOT and FAA immediately of any impacts to the budget.
4. Accounting Administration – The CONSULTANT will provide general project administration and coordination with Owner and Consultant staff of their accounting departments. The CONSULTANT will prepare any internal close-out forms. The CONSULTANT will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections when necessary. The CONSULTANT will process and approve invoices received from sub-consultants and vendors providing services to the CONSULTANT through-out the construction phases of the project. The

CONSULTANT will prepare and submit monthly invoices to the Owner for services provided to the Owner and for costs incurred by the CONSULTANT and its sub-consultants. The CONSULTANT will prepare monthly and quarterly reports as required for submittal to the FAA on behalf of the Owner.

5. Other General, Outside, and Miscellaneous Administration – The CONSULTANT will provide miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone conversations with the Owner, the FDOT, the FAA, and other interested parties; disseminating interim project information to the Owner, the FDOT, the FAA, and other interested parties; and organizing, maintaining, and archiving the project records for a period of three (3) years.

F. Record Drawings

Prepare record drawings based upon record information submitted by the contractor and RPR, and provide one set of hard-copy black-line drawings on bond paper to the SPONSOR. An updated hard-copy paper black-line bond paper Airport Layout Plan will be delivered to the SPONSOR, FAA, and FDOT at this time as well. This phase includes the FAA project close-out report.

1. Record Drawings - The consultant will prepare one (1) set of paper copies of the record drawings and final quantities representing the completed project and reflecting the actual work accomplished during construction. The consultant will distribute the one (1) set of record drawings to the Owner, the FAA, and the state for signatures. The consultant will prepare and distribute one (1) set of bond copies of the record drawings to the Owner after the record drawings have been signed by all parties. The consultant will provide the Owner with electronic files of the record drawings in PDF format. All AutoCAD files, and any other changeable electronic media will remain the property of the CONSULTANT. However, electronic CADD files will be delivered to the SPONSOR at the end of the project under the this task. CADD and other changeable electronic files will be delivered to the SPONSOR upon request at later dates, at no additional cost to the SPONSOR for third party use. CONSULTANT will require an electronic disclaimer be signed by third parties receiving such electronic files and delivered by the CONSULTANT on behalf of the SPONSOR for work product patents, designs, and copyrights.
2. Airport Layout Plan Drawing Update - The consultant will update the electronic versions of the Airport Layout Plan drawing which is identified as Sheet 3 of the Airport Layout Plan drawing set. The consultant will update the drawing to reflect the actual work accomplished by the project.
3. Project Close Out Report - The consultant will prepare the final project documentation in the form of a project close out report that consolidates the project related information that will be required by the FAA to formally close out the project. The consultant will include in the close out report all general, fiscal, miscellaneous, engineering and construction information, and submissions/certifications listed on the FAA project closure summary checklist. The consultant will distribute one (1) copy of the project close out report each to the Owner, the FAA, and the FDOT.

V. ADDITIONAL SERVICES (EXCLUSIONS)

When required by the SPONSOR, or in circumstances beyond CONSULTANT's control, CONSULTANT shall furnish or obtain from others, as circumstances may require additional services of the types listed in paragraphs below. These services are not included as part of Basic or Special Services provided under this AMENDMENT. CONSULTANT shall not provide any such Additional Services without written approval from the SPONSOR.

- A. **Design Phase Services:** No design phase services of any kind are to be performed beyond those in this Amendment.
- B. **Construction Phase Services:** The following specific types of construction phase services **NOT** to be provided by this contract include:
 1. Services in making revisions to Drawings and Specifications occasioned by the acceptance of

substitutions proposed by contractor(s); and services after the award of the construction contract(s) in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor.

2. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.
3. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction (2) a significant amount of defective or neglected work of any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any contractor.
4. Evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the work.
5. Services resulting from the contractor's failure to complete his work in the number of days allowed in the contract between the SPONSOR and the selected contractor.
6. Preparation of modifications to the PROJECT requested by the SPONSOR and/or relative to Items 1 through 5 above that would necessitate changes to those permit(s) initially submitted and which would trigger the preparation of permit modifications as may be required for permitting agency compliance.

C. Special Services: The following services are NOT to be performed by the CONSULTANT under this AGREEMENT.

Biological and Wetlands Investigation - No biological phase services of any kind are anticipated to be necessary to be performed.

E. Other Services:

Any other services not specifically covered in Sections I through IV, or not compensated for in Exhibit C.

VI. BASIC ASSUMPTIONS

The following is a list of assumptions which forms the basis of CONSULTANT's cost proposal for providing the services for the PROJECT outlined herein. It must be noted that any change to these basic assumptions constitutes a change in the PROJECT scope and may constitute a revision to the fee proposal and corresponding contract addendum.

- A. In the absence of other known standards identified herein, all contract documents (front end, technical specifications and construction drawings) will be developed utilizing CONSULTANT'S selected format, which for state and federally funded projects is based on FAA/FDOT standards.
- B. All construction drawings will be 34" x 22" or larger and will be created in AutoCAD 2020, and Civil 3D versions, or later.
- C. Specifications, reports and other word processing letters/memorandums/reports, etc. shall be created in Microsoft Word 2013 or later, while spreadsheets shall be created in Microsoft Excel 2013 or later.
- D. CONSULTANT's Project Manager and/or Project Engineer, as necessary, will attend a maximum of the number of meetings identified below during the course of the project phases. These meetings will be held at the airport or SPONSOR Offices, as necessary, and include:
 - (1) 90% Re-Package Design Review Meeting
 - (1) Bid Opening
 - (1) Pre-Construction Conference

- (2) Substantial Completion Inspection / Pre-Final Inspection
- (1) Final Inspection
- (27) Periodic Inspections / JCM Weekly Meetings by project manager / project engineer

- E.** All data collection efforts requiring CONSULTANT or its sub-consultants' personnel to be within the safety areas of the Airport Operations Areas (AOA) will be performed during daylight hours with the appropriate taxiways on a safety men working alert basis unless otherwise directed by the SPONSOR or FAA.
- F.** All as-built drawings necessary for the development of the record drawings for the PROJECT will be compiled by the contractor for incorporation and consideration by the CONSULTANT during the project. The CONSULTANT will utilize the electronic design plans from the design phase as well as the as-built redlines from the RPR and contractor to generate the project record drawings.
- G.** The work shall be completed in accordance with the schedule provided during PROJECT initiation but will not be less than twelve (12) months from the date of the SPONSOR's Notice to Proceed to the CONSULTANT. Failure of the SPONSOR, FAA and/or FDOT or other agency to meet the deliverable dates for provision of review comments may be justification for obtaining schedule extensions.
- H.** CONSULTANT will transmit design stage review submissions to the SPONSOR and each submission shall be limited to the number indicated in Section IV.
- I.** All construction permits required as a result of the PROJECT other than mentioned herein shall be obtained by the successful contractor as appropriate prior to the beginning of the construction of the PROJECT, in accordance with the contract documents.
- J.** In accordance with the preliminary cost estimates for the PROJECT, the total construction budget for the PROJECT is understood to be approximately **\$7.77 M**, based on bids. If at any time during the performance of these Consulting services it is anticipated that this budget appears to be in jeopardy of being overrun (CONSULTANT will be monitoring project costs), the CONSULTANT will notify the SPONSOR immediately. The construction phase services and construction of the physical features of the project will be performed under a separate agreement, and separate grant application with the FAA and FDOT.
- K.** The Florida Legislature has enacted legislation in early 2020 exempting airports from the requirements prescribed in Florida State Statute 337.14(7) and enabling the design firm to perform CEI services.

VII. SPONSOR'S RESPONSIBILITIES

The following SPONSOR functions are critical, so as not to delay the services of CONSULTANT:

- A.** Designate a person to act as SPONSOR's representative with respect to the services to be rendered under this AMENDMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define SPONSOR's policies and decisions with respect to the CONSULTANT's services for the PROJECT.
- B.** Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- C.** Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following:
 - 1. The data prepared by or service of others, including without limitation borings, probings and subsurface explorations, laboratory tests and inspections of pavement samples, materials and equipment;
 - 2. Copy of pertinent utility information;
 - 3. Property, boundary, easement, right-of-way, topographic and utility surveys;

4. Other pertinent documents.

- D. Furnish to CONSULTANT, all results, reports, data, studies, generated by other consultants retained by the SPONSOR in association with this project, and as specified under "Additional Services".

VIII. SUMMARY OF DELIVERABLES:

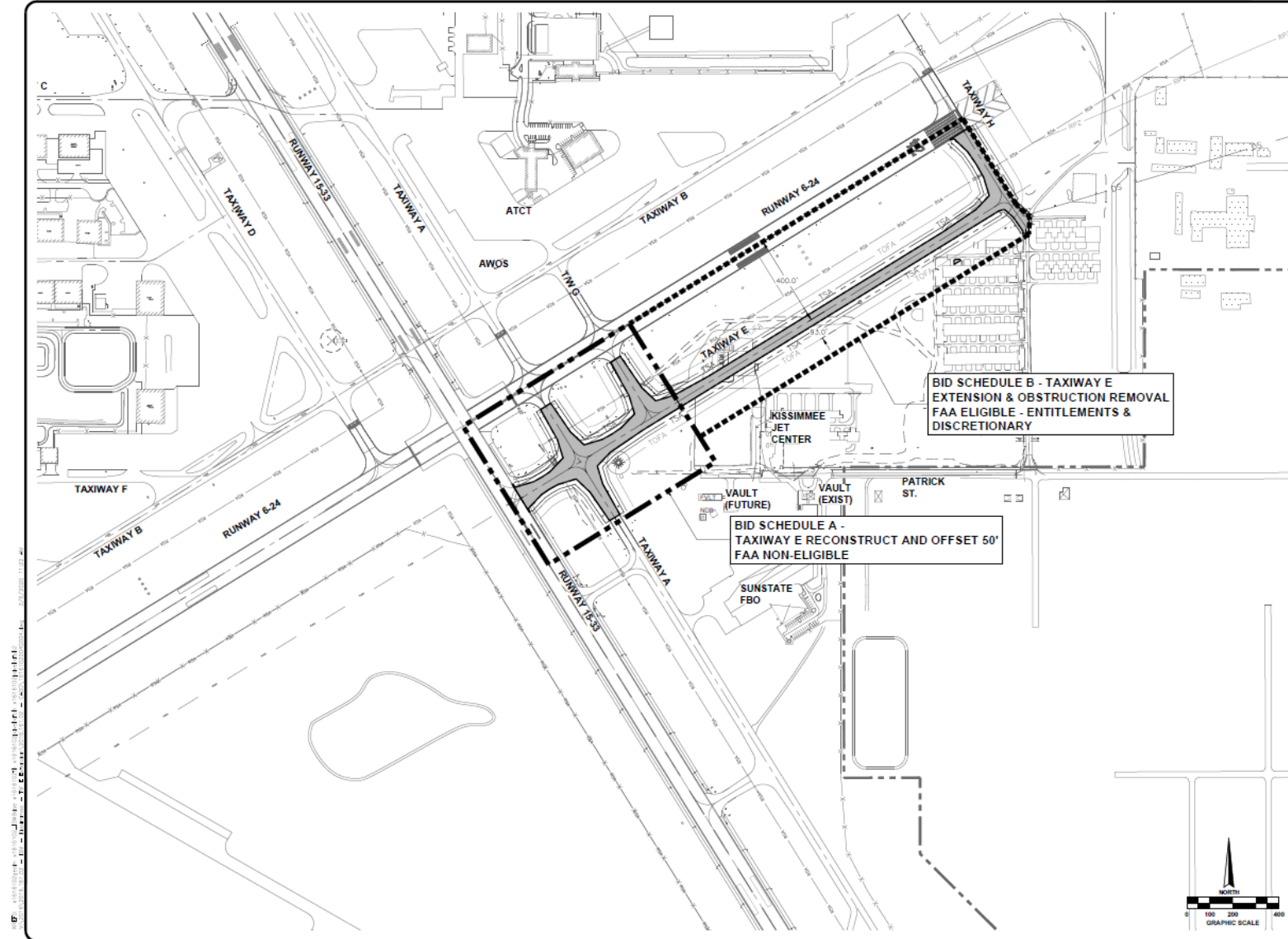
- A. **Design Re-Package Deliverables:** (1) full size and (1) half size sets each blacklines and letter size contract documents for 90% and 100% design stage submittals; unlimited PDF copies.
- B. **Bidding Deliverables:** Verification of attendance and minutes of the Pre-Bid Conference. Bid evaluation and Award Recommendation letter. Print and submit 1 copy, unlimited PDF versions. Hardcopy printed Bid Sets will be sold to bidders and available on appropriate websites electronically per SPONSOR purchasing department criteria. There is no charge for bidding deliverables to the SPONSOR.
- C. **Construction Administration Deliverables:** (3) full size and (3) half size sets of Approved for Construction plans. Preconstruction conference agenda / minutes, shop drawings, lien waivers, Davis Bacon payrolls, change orders, RFIs, and job coordination meeting agenda / minutes – unlimited copies via pdf, (one) paper copy of each if requested by Airport and others to save paper due to CONSULTANT's Green initiatives.
- D. **FAA Grant Applications Deliverables:** (1) original and (1) copy each of the FAA grant pre-application and grant application – unlimited copies via pdf, (one) paper copy of each if requested by Airport to save paper due to CONSULTANT's Green initiatives.
- E. **RPR/Inspection Deliverables:** RPR daily and/or monthly reports – unlimited copies via pdf, (one) paper copy of each if requested by Airport and others to save paper due to CONSULTANT's Green initiatives.
- F. **C&T Construction Materials Deliverables:** Test reports – unlimited copies via pdf. (one) paper copy of each if requested by Airport and others to save paper due to CONSULTANT's Green initiatives.
- G. **DBE/SBE Update Deliverables:** Goal/Methodologies Update and SBE Plan reports – unlimited copies via pdf, (one) paper copy of each if requested by Airport and others to save paper due to CONSULTANT's Green initiatives.
- H. **Project/Cost Admin Deliverables:** Scope of services, cost estimates, invoices, project cost distributions, transmittal letters, etc. – unlimited copies via pdf, (one) paper copy of each if requested by Airport and others to save paper due to CONSULTANT's Green initiatives.
- I. **Record Drawing Deliverables:** Record drawings, ALP updated drawing, Project closeout report – unlimited copies via pdf, (4) paper copies of each if requested by Airport and others to save paper due to CONSULTANT's Green initiatives.

IX. EXHIBITS

The following exhibits are referenced and made a part of this attachment:

**EXHIBIT B – CONCEPTUAL PROJECT LAYOUT
EXHIBIT C – PROFESSIONAL SERVICES COMPENSATION**

EXHIBIT B - CONCEPTUAL PROJECT LAYOUT



KISSIMMEE GATEWAY
airport to the wings of central florida

AVCON

AVCON, INC.
 ENGINEERS & PLANNERS
 8888 N. WICKHAM ST., SUITE 200, ORLANDO, FL 32837-0779
 OFFICE: 407.561.1300 FAX: 407.561.1308
 CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 0007
 WWW.AVCON.COM

This seal has been electronically signed and sealed by
 AVCON, INC. and is valid for the purpose of the drawing.
 ANY use of this seal for any other purpose or for any other
 drawing or for any other project is strictly prohibited.

PROFESSIONAL SEAL

**TAXIWAY E
 EXTENSION AND
 OBSTRUCTION
 REMOVAL**

**KISSIMMEE
 GATEWAY AIRPORT
 KISSIMMEE, FLORIDA**

**GENERAL SITE AND
 BID SCHEDULE
 PLAN**

ATTENTION:
 THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION. ALL OF WHICH IS HEREBY PROTECTED BY AVCON, INC. FOR USE BY THE AIRPORTS AND AIRPORTS ASSOCIATES. ANY REPRODUCTION, DISTRIBUTION, OR OTHER USE OF THIS DOCUMENT, IN WHOLE OR IN PART, IS STRICTLY PROHIBITED.

SCALE (US SVY FT): GRAPHIC

REVISIONS:			
NO.	DATE	BY	DESCRIPTION

DESIGNED BY: RDH
 DRAWN BY: RDH
 CHECKED BY: HMM
 APPROVED BY: SS
 DATE: MARCH 2020

FDOT FM NO. 438441-1
 FAA AIP NO. TBD
 AVCON PROJECT NO. 2016.161.02
 CADD 1616102004G004

**DRAWING
 G004**
 SHEET 4 OF 122

EXHIBIT C

**PROFESSIONAL SERVICES COMPENSATION
TAXIWAY E EXTENSION (24 END) - CONSTRUCTION ENGINEERING
KISSIMMEE GATEWAY AIRPORT, KISSIMMEE, FLORIDA**

Invoicing shall be made monthly per each phase as they progress to completion on a percent complete basis. Lump sum fees are complete and inclusive of all labor, expenses, overhead, costs, general and administrative costs of doing business, direct costs, and profit.

AVCON Sub- Task	Service Description	Compensation	Method
I. Basic Services			
1	A Re-Package Design / Permits (2016 to 2022)	\$30,960.00	Lump Sum
2	B Bidding	\$11,520.00	Lump Sum
3	C Construction Administration	\$50,202.00	Lump Sum
SUB-TOTAL Basic Services		\$92,682.00	Lump Sum
II. Special Services			
4	A FAA Grant Applications	\$4,560.00	Lump Sum
5	B Resident Project Representative / Inspection (>)	\$206,271.00	Lump Sum
6	C Control & Testing of Construction Materials	\$44,611.00	Lump Sum
7	D DBE Goals & Methodology / SBE Plan Update	\$10,958.00	Lump Sum
8	E Project and Cost Administration	\$18,990.00	Lump Sum
9	F Record Drawings	\$10,680.00	Lump Sum
SUB-TOTAL Special Services		\$296,070.00	Lump Sum
GRAND TOTAL All Services		\$388,752.00	Lump Sum
(>) Includes RPR Expenses			
DBE Percentages		Notes	
Cal-Tech Testing, Inc.		\$43,920.17	Woman Owned
		\$43,920.17	
		11%	Proposed
		8.47%	2022 ISM Goal

(>) Resident Project Representative (RPR) Service fees and expenses calculated as follows:

Salary -

180 calendar day construction period + 14 days to final completion
= 194 calendar days. Average RPR hourly rate \$120.00/hr x 8
hrs/day x 194 days =

\$186,240.00 Salary

Resident Inspection Expenses

1	IRS 2022 Mileage: \$0.585 / mile @ 50 miles / day x 194 calendar days	\$5,674.50	AVCON-ISM round trip
2	Epass Tolls: \$5 / day via SR 417	\$970.00	(SR 417 round trip AVCON - ISM)
3	IRS 2022 Expenses (M&IE): \$69 / day x 194 calendar days	\$13,386.00	

\$20,030.50 Expenses

\$206,270.50 Salary+Expenses

			Total	FAA	State	Local	Local
Funding Share Level Breakdown			100%	90%	8%	2%	10%
1	*	Re-Package Design (2016 to 2022)	\$30,960.00	\$27,864.00	\$0.00	\$0.00	\$3,096.00
2	*	Bidding	\$11,520.00	\$10,368.00	\$0.00	\$0.00	\$1,152.00
3		Construction Administration	\$50,202.00	\$45,181.80	\$4,016.16	\$1,004.04	\$0.00
4		FAA Grant Applications	\$4,560.00	\$4,104.00	\$364.80	\$91.20	\$0.00
5		Resident Project Representative / Inspection (>)	\$206,271.00	\$185,643.90	\$16,501.68	\$4,125.42	\$0.00
6		Control & Testing of Construction Materials	\$44,611.00	\$40,149.90	\$3,568.88	\$892.22	\$0.00
7		DBE Goals & Methodology / SBE Plan Update	\$10,958.00	\$9,862.20	\$876.64	\$219.16	\$0.00
8		Project and Cost Administration	\$18,990.00	\$17,091.00	\$1,519.20	\$379.80	\$0.00
9		Record Drawings	\$10,680.00	\$9,612.00	\$854.40	\$213.60	\$0.00
Total Project Cost			\$388,752.00	\$349,876.80	\$27,701.76	\$6,925.44	\$4,248.00
Federal			\$349,876.80	90%			
State			\$27,701.76	7%			
Local			\$11,173.44	3%			
			\$				
			388,752.00				

* Not Eligible for FDOT Funding (work performed prior to an executed PTGA)



**Kissimmee Gateway Airport (ISM)
TAXIWAY E EXTENSION (24 END) - CONSTRUCTION ENGINEERING
Manhours, Overhead, Profit, and Expenses Analysis**

2016.161.02	Tasks											
Salary Costs	1	2	3	4	5	6	7	8	9			
<i>Title</i>	<i>Re- Package Design (2016 - 2022)</i>	<i>Bidding</i>	<i>Construction Administration</i>	<i>FAA Grant Applications</i>	<i>Resident Project Representative</i>	<i>Control & Testing of Construction Materials</i>	<i>DBE Goals & Methodology / SBE Plan Update</i>	<i>Project and Cost Administration</i>	<i>Record Drawings</i>	<i>Total Hours</i>	<i>Billing Rate Per Hour</i>	<i>Extended Costs (\$)</i>
Principal										0	\$240.00	\$0
Senior Project Manager	80	24	194	8		2		82	2	392	\$195.00	\$76,440
Project Manager										0	\$167.00	\$0
Senior Planner							24			24	\$142.00	\$3,408
Planner / DBE Specialist							80			80	\$85.00	\$6,800
Project Engineer I	160	40	82						20	302	\$96.00	\$28,992
Resident Engineer					1552					1552	\$120.00	\$186,240
CADD Tech / Designer									80	80	\$89.00	\$7,120
Admin/Clerical Support		40	40	40		4	10	40	10	184	\$75.00	\$13,800
Total Hours per Phase	240	104	316		1,552	6	114	122	112	2,614		
SubTotal Labor	\$30,960.00	\$11,520.00	\$48,702.00	\$4,560.00	\$186,240.00	\$690.00	\$10,958.00	\$18,990.00	\$10,180.00			\$322,800
Expenses	1	2	3	4	5	6	7	8	9			
Printing (blacklines, Plans, etc)			\$1,500.00						\$500.00			\$2,000
Mileage (IRS 2022)					\$5,674.50							\$5,675
Per Diem (IRS 2022)					\$13,386.00							\$13,386
SubConsultants						\$43,920.17						\$43,921
Tolls					\$970.00							\$970
SubTotal Expenses	\$0.00	\$0.00	\$1,500.00	\$0.00	\$20,031.00	\$43,921.00	\$0.00	\$0.00	\$500.00			\$65,952
Total Fees	\$30,960.00	\$11,520.00	\$50,202.00	\$4,560.00	\$206,271.00	\$44,611.00	\$10,958.00	\$18,990.00	\$10,680.00			
Grand Total												\$388,752
IRS 2022 Mileage: \$0.585 / mile @ 50 miles / day x 194 calendar days Epass Tolls: \$5 / day via SR 417 IRS 2022 Expenses (M&IE): \$69 / day x 194 calendar days Construction Cost = \$7.77M Based on Bids RPR Hours: 8 hours per day, 7 days per week, including nightwork and travel time Prepared by AVCON, INC. 13-Apr-22 Note: Extended Values are Rounded up												

END OF AMENDMENT

**AIRPORT CONSULTING AGREEMENT BETWEEN
CITY OF KISSIMMEE
AND
AVCON, INC.**

This **AGREEMENT** is made and entered into this 19th day of December, 2017 by and between the **City of Kissimmee**, a Florida Municipal Corporation, owner of the **Kissimmee Gateway Airport**, (hereinafter called the **CITY**) and AVCON, Inc., a Florida Corporation authorized to do business in the State of Florida, with offices located in Orlando, Florida, (hereinafter called the **CONSULTANT**). **For and in consideration of the mutual covenants and other goods and valuable consideration, the receipt of which is hereby acknowledged, CITY and CONSULTANT agree as follows:**

**ARTICLE 1
AGREEMENT**

The **CITY** hereby retains the **CONSULTANT** to furnish planning, programming, engineering, and technical management services for a duration of 5 years to the **CITY** from time to time, as required, and in connection with the engineering, planning and development of the **Kissimmee Gateway AIRPORT**.

This **AGREEMENT** shall be implemented by separate **TASK ORDER(S)**, written in the **CONSULTANT'S** standard format for the type of services involved and shall be designated "**TASK ORDER NUMBER _____**", the "Number" being in accordance with the sequences in which the **TASK ORDER(S)** are made. Specific work assignments contained within said **TASK ORDER(S)** shall be referred to as the **PROJECT**. Each **TASK ORDER** shall define whether the compensation is to be Lump Sum, Maximum Amount Not To Exceed or any combination thereof and the time for completion of the project.

This **AGREEMENT** may include but not necessarily be limited to services related to the following Projects/Services:

1. Construct Terminal Project/Services
2. Construct Runways/Taxiways
3. Update Airport Master Plan
4. Land Acquisition Services
5. Install Visual Guidance Systems
6. Rehabilitate Runways/Taxiways
7. Lighting Improvements
8. Fencing and Gates
9. Improve Safety Areas
10. Construct Aprons
11. Construct Hangars

12. Design/Construct New Air Traffic Control Tower
13. Environmental Assessments
14. Financial Planning Services
15. Design Criteria Packages for Design-Build Services
16. Construct Aircraft Wash Rack
17. Extend Runways/Taxiways
18. Special Services including environment, feasibility, community, involvement, grant, assistance, rates and changes, lease standards, and pollution prevention
19. Airport Boundary Survey, Easement and Legal Descriptions
20. Drainage Improvements
21. Electronic Navigational Aids
22. Strengthen Runways/Taxiways
23. Construct New Runway 9R-27L and associated Taxiways, lighting, drainage, approach aids and related items
24. Construct/Relocate Airport Access Roads
25. Construct/Relocate Airport Service/Perimeter Roads
26. Construct/Rehabilitate Water and Sewer Systems
27. Construct/Rehabilitate Auto Parking Areas
28. Hazardous Waste Studies
29. Construct/Modify Fuel Tank Facilities
30. Strengthen/Expand/Rehabilitate Aprons
31. Obstruction Removal
32. Other Projects that may be identified in the updated Airport Master Plan
33. Other similar capital improvements and services as may be necessary for airport operations
34. Such other services as may be requested by the **CITY**

The specific Scope of Services for each individual assignment or project shall be defined within the applicable **TASK ORDER**.

ARTICLE II

SERVICES BY CONSULTANT

The services that the **CONSULTANT** shall furnish to the **CITY** may include, but not necessarily be limited to the following:

1. Planning and Programming services
2. Preparation of Contract Documents and Specifications
3. Engineering and/or Architectural Design
4. Site Development and Utilities Design

5. Design Related Construction Phase Services. Construction Management Services, Construction Contract Administration and Resident Project Representative Services
6. Program and Technical Management Services
7. Special Services related to Maintenance, Financing, Bonding, Airspace, Environmental, Land Use Studies, Land Acquisition, Development of Regional Impact Studies (DRI), Permitting and other related studies
8. Additional Miscellaneous Services, including but not necessarily limited to Engineering Surveys, Property Surveys, Ecological Services, Environmental Services, Electrical and Mechanical Engineering, Fueling Systems, Construction Materials Testing and Subsurface Soil Investigations
9. Technical and Administrative Assistance in Applying for State and Federal Aid
10. Other Related Services as May be Required

The **CITY'S** responsibilities shall be as set forth in the covenants of the applicable **TASK ORDER** covering each specific **PROJECT** made pursuant to this **AGREEMENT**.

ARTICLE III

PROJECT SCHEDULES

The **CONSULTANT** shall perform the services outlined under Articles I and II of this **AGREEMENT** as specifically established in subsequent **TASK ORDER(S)** in a timely manner consistent with the **TASK ORDER** schedules mutually agreed upon by the **CITY** and the **CONSULTANT**, commencing upon written authorization (including execution of each **TASK ORDER**) by the **CITY** to proceed with each work assignment.

ARTICLE IV

JOINT COOPERATION

Close collaboration and cooperation shall be maintained by the **CONSULTANT** with representatives of the **CITY** and the **CITY** will be entitled at all times to be advised, at its request, of the status of work being performed by the **CONSULTANT** and of the detail thereof. To the extent available, the **CITY** shall furnish to the **CONSULTANT** all pertinent information within its immediate possession deemed necessary by the **CONSULTANT** to be relevant to the execution of each **PROJECT**. Notwithstanding, the **CITY** shall not be obligated to gather, compile, or hire third parties to complete such pertinent information. The **CONSULTANT** shall be entitled to rely upon the accuracy and completeness of such information if so warranted by the **CITY**. The **CITY** will have the right to inspect the work of the **CONSULTANT** at any time. Either party of this **AGREEMENT** or subsequent **TASK ORDER(S)** may request and be granted a conference.

Article V
SPECIALTY CONSULTANTS

Determination of the need for and selection of Specialty (or other) Consultants shall be made jointly by the **CONSULTANT** and the **CITY**.

Article VI
OWNERSHIP AND REUSE OF DOCUMENTS

All tracings, plans, specifications, maps, computer programs and data outputs prepared or obtained under a specific **TASK ORDER** to the **AGREEMENT** shall remain the property of the **CITY**. A set of electronic files formatted to AutoCAD Rel. 2007 for all drawings and in Microsoft Word for specifications and reports shall be provided to the **CITY**. Any use or re-use of plans and specifications, by the **CITY** or others, without written verification or adaptation by the **CONSULTANT** for the specific purpose intended, will be at the **CITY'S** sole risk and without financial liability or legal exposure to the **CONSULTANT**, including use or re-use by third parties.

Article VII
ADDITIONAL COMPENSATION

Additional compensation arising from changes or revisions made by the **CONSULTANT** at the **CITY'S** request shall be presented to the **CITY** before work starts under changed conditions. In any case, where the **CONSULTANT** deems that extra compensation is due for work not covered herein, or in this or subsequent **TASK ORDER(S)**, the **CONSULTANT** shall notify the **CITY** in writing of his/her intentions to make claim for extra compensation and receive **CITY** approval before he/she begins work on which the claim is based. If such approval is not obtained, then the **CITY** shall not be liable for any extra costs. **CONSULTANT** may refuse to perform additional work requested by the **CITY** until an appropriate **TASK ORDER** is executed by the parties. Such notice by the **CONSULTANT** and the fact that the **CITY** has kept account of the costs as aforesaid shall not in any way be construed as providing the validity of the claim. **CONSULTANT** is not entitled to compensation for work in revising plans and specifications to correct errors or omissions of the **CONSULTANT** resulting from negligence of the **CONSULTANT**.

CONSULTANT will perform work for the **CITY** in accordance with the standard of care ordinarily and customarily exercised by engineers performing this type of services for this type of client and **CONSULTANT** will be liable to the **CITY** for damages proximately caused by the **CONSULTANT'S** deviation from such standard care.

Article VIII
LAWS AND ORDINANCE: PUBLIC RECORD

The **CONSULTANT** shall comply with Federal, State and local laws and ordinances that are applicable to the work. The **CONSULTANT** shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **CONSULTANT** in conjunction with the **AGREEMENT**.

Article IX
SUCCESSORS AND ASSIGNS

The **CITY** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns of such other party of this **AGREEMENT** and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this **AGREEMENT**. Except as above, neither the **CITY** nor the **CONSULTANT** shall assign, subject, convey or transfer its interests in the **AGREEMENT** without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any rights or benefits hereunder to anyone other than the **CITY** and the **CONSULTANT**.

Article X
TERMINATION

The provisions of this **AGREEMENT** may be terminated by either party without cause, in which event at least thirty (30) days prior written notice of such termination shall be given to the other.

In the event the **CITY** causes abandonment, termination, or suspension of the **AGREEMENT**, or parts thereof, the **CONSULTANT** shall be compensated for his/her services rendered up to the time of such abandonment, termination, or suspension and all documents and work product shall be given over to the **CITY** and remain the property of the **CITY**.

In the event the **CONSULTANT** terminates this **AGREEMENT**, the **CITY** shall have full authority to appropriate or use all tracings, plans, specifications, maps, computer programs and data prepared or obtained under specific **TASK ORDER(S)** to this **AGREEMENT** and may contract with others for the completion of the work. If the **CITY** contracts with others to complete the work of a pending **TASK ORDER**, the **CONSULTANT** will pay to the **CITY** within 45 days of invoice, the sum the **CITY** paid to others for completion of the task.

Article XI
REIMBURSEMENT

The **CITY** will pay the **CONSULTANT** in accordance with the covenants of the applicable **TASK ORDER(S)** covering the specific assignment involved. It is understood that the following apply to any and all **TASK ORDER(S)** unless specifically contradicted therein:

- A. No Federal Excise or State Sales taxes shall be included in the fees or invoices.
- B. The **CITY** shall reimburse the **CONSULTANT** for the actual cost of all travel related expenses in accordance with rates and rules established by Chapter 112, Florida Statutes or City Code 2-1-22, whichever is less, (including but not limited to meals, lodging, transportation, etc.) for project related work accomplished away from the **CONSULTANT'S** office. The **CITY** shall reimburse the **CONSULTANT** for all other project related expenses (including but not limited to blueprints and reproduction costs, shipping, outside consultants, material testing, title company charges, application fees, permits, survey monuments, computer charges, toll calls, etc.) at cost in accordance with Section 112.061, Florida Statutes, or City Code 2-1-22
- C. Fees and other charges will be invoiced monthly. The amount of each invoice shall be due at the time of billing. When bills are not paid within 45 day, unless the **CITY** objects to it, after receipt of proper invoice, a late payment service charge of \$50.00 shall be applied will be due to the **CONSULTANT**.
- D. Invoices received from the **CONSULTANT** pursuant to this **AGREEMENT** or any subsequent **TASK ORDER(S)** will be reviewed and if approved by the **CITY** will indicate that services that have been rendered are in conformity with this **AGREEMENT** and/or any subsequent **TASK ORDER(S)**.
- E. In order for both parties herein to close their books and records, the **CONSULTANT** will clearly state "final invoice" on the **CONSULTANT'S** final billing to the **CITY** for each **TASK ORDER**, as applicable. This will certify that all services have been properly performed and all charges and costs have been invoiced to the **CITY**.

Article XII
EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this **AGREEMENT** and in accordance with Section 202 of Executive Order No. 11246 and the Code of Federal Regulations 41CFR60 (Section 60-1.4), the **CONSULTANT** agrees as follows:

- (1) The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The **CONSULTANT** will take affirmative action to ensure that applicants are employed and that employees are treated during the employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, compensation, and selection for training including apprenticeship. The **CONSULTANT** agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting offices setting forth provisions of the non-discrimination clause.
- (2) The **CONSULTANT** will in all solicitation or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard of race, creed, color or national origin.
- (3) The **CONSULTANT** will send to each labor union or representative of workers with which he has a collective bargain agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union of worker's representative of the **CONSULTANT'S** commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The **CONSULTANT** will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The **CONSULTANT** will furnish all information and reports by Executive Order No. 11246 of September 24, 1965 and by the rules, regulations, and relevant orders of the Secretary of Labor or pursuant thereto and will permit access to his books, records and accounts by the contracting agencies and the Secretary of Labor or for Purposes of Investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the **CONSULTANT'S** non-compliance with the non-discrimination clause of this **AGREEMENT** or with any other of such rules, regulations or orders, this **AGREEMENT** may be canceled, terminated or suspended in whole or in part and the **CONSULTANT** may be declared ineligible for the future Government contracts in accordance with procedures authorized in

Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The **CONSULTANT** will include the provisions of Paragraph (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The **CONSULTANT** will take such action with respect to any subcontracting or purchase order as the contracting agency may direct as means of enforcing such provisions including sanctions for non-compliance. Provided, however that in the event the **CONSULTANT** becomes involved in or is threatened with litigation with a subordinator or vendors as a result of such direction by the contracting agency, the **CONSULTANT** may request the United States to enter into such litigation to protect the interest of the United States.

Article XIII

TRUTH IN NEGOTIATIONS

The **CONSULTANT** warrants that the wage rates and other factual unit costs supporting the lump sum compensation for each **TASK ORDER** are accurate, complete and current at the time of contracting and that the original contract prices and any additions thereto shall be adjusted to exclude any significant sums where the **CITY** determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual costs. All such contract adjustments shall be made within one (1) year of the **AGREEMENT**.

Article XIV

PROHIBITION AGAINST CONTINGENT FEES

The **CONSULTANT** warrants that it has not employed or retained any company or person, other than bonafide employee working solely for the **CONSULTANT** to solicit or secure this **AGREEMENT**, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bonafide employee of the **CONSULTANT** any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this **AGREEMENT**.

Article XV

FAA AND DOT

In this **AGREEMENT** reference is made to the Federal Aviation Administration as FAA, and the United States Department of Transportation as DOT, and the Florida Department of Transportation as FDOT.

Article XVI
ACCESS TO RECORDS

The **CITY**, **FAA**, **DOT**, and any other duly authorized representative shall have access to any books, documents, papers, records, of the **CONSULTANT** which are directly pertinent to a specific grant program or **TASK ORDER** to this **AGREEMENT**, for the purpose of making audits, examinations, excerpts, and transcripts. The **CONSULTANT** shall maintain all project records for three years after final payment is made or as otherwise provided in the Florida Records Retention Act and after all other pending matters are closed, whichever is later.

Article XVII
TITLE VI ASSURANCES

The provisions of Attachment I, included and attached herein, are incorporated by reference into this **AGREEMENT**.

Article XVIII
DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOALS

The provisions of Attachment I, included and attached herein, are incorporated by reference into this **AGREEMENT**. The **CONSULTANT** will establish goals for subconsultant participation for DBE purposes in future **TASK ORDER(S)** for each project involving Federal assistance.

Article XIX
LIMITATIONS ON COST ESTIMATES

Since the **CONSULTANT** has no control over the cost of labor, materials, equipment or services furnished by others or over any Construction Contractor(s) methods of determining prices, or over competitive bidding or market conditions, the **CONSULTANT'S** opinion of probable project costs and construction costs provided for herein are to be made based of the **CONSULTANT'S** experience and qualifications and represents the **CONSULTANT'S** best judgment as an experienced and qualified professional familiar with the construction industry; but the **CONSULTANT** cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable cost prepared by the **CONSULTANT**.

Article XX
APPROVAL OF WORK

The work performed by the **CONSULTANT** shall be deemed approved and accepted by the **CITY**. If the **CITY** believes that work is defective then the **CITY** will give written notice to the **CONSULTANT** what such work is unacceptable.

Article XXI
DELAY

Any delay, default or termination in or of the performance of any obligation of the **CONSULTANT** under the **AGREEMENT** caused directly or indirectly by strikes, accidents, acts of God, shortages or unavailability of labor, materials, power or transportation through normal commercial channels, or any negligent acts of the **CITY** or any other Federal, State or local government agency, or any other cause beyond the **CONSULTANT'S** reasonable control, shall suspend the obligation of the **CONSULTANT** as long as performance is delayed or prevented thereby.

Article XXII
INSURANCE

The **CONSULTANT** shall procure and maintain during the life of this **AGREEMENT**, insurance of the types and subject to the limits set forth below. The **CONSULTANT** shall also provide the **CITY** with evidence of this insurance in the form of Certificate of Insurance that shall be subject to the **CITY'S** approval for adequacy. Companies authorized to do business under laws of the State of Florida shall issue all insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the **CITY'S** representative. Compliance with the foregoing requirements shall not relieve the **CONSULTANT** of its liability and obligations under this **AGREEMENT**. If subcontractors or subconsultants are used by the **CONSULTANT**, it shall be the responsibility of the **CONSULTANT** to ensure that all its subcontractors or subconsultants comply with all the insurance requirements contained herein, relating to such subcontracts.

Except as otherwise stated, the amount and types of insurance shall conform to the following requirements:

A. WORKERS' COMPENSATION

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02. In addition, the policy must include:

- (a) Employer's Liability with a limit of \$100,000.00 each accident and disease.

B. COMMERCIAL GENERAL LIABILITY

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, commercial general liability, including contractual liability insurance to protect the **CONSULTANT** and shall agree to indemnify **CITY** from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this **AGREEMENT**, whether such operations be by the **CONSULTANT** or by anyone directly employed by or contracting with the **CONSULTANT**. Coverage must include:

- (a) Minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability
- (b) Premises and Operations
- (c) Independent Contractors
- (d) Products and Completed Operations – **CONSULTANT** shall maintain in force until at least three (3) years after completion of all services required under the Contract, coverage for products and completed operations, including Broad Form Property Damage

C. COMPREHENSIVE AUTO LIABILITY

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for Bodily Injury Liability and Property Damages Liability to protect the **CONSULTANT** from claims for damages for bodily and personal injury, including death, as well as from claims for 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**.

D. PROFESSIONAL LIABILITY

The **CONSULTANT** shall maintain, during the life of the **AGREEMENT**, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per claim and annual aggregate. The minimum amount shall not be reduced by cost or attorney fees to defend a claim. Such coverage shall be maintained for a

period of four (4) years following completion and acceptance of any work performed under this **AGREEMENT**. The **CONSULTANT** shall not be liable for unforeseen subsurface conditions.

E. NOTICE OF CANCELLATION AND/OR RESTRICTION

Each policy must be endorsed to provide the **CITY** with a minimum of thirty (30) days notice of cancellation and/or a reduction in policy limits by endorsement during the policy period.

F. CERTIFICATES OF INSURANCE

Certificates of insurance evidencing the insurance coverage specified in this section shall be filed with the **CITY** before operations are begun. The required certificates of insurance not only shall name the types of policies provided, but also shall refer specifically to this **AGREEMENT** and section and the above paragraphs in accordance with which insurance is being furnished. If the initial insurance expires prior to the completion of the work, renewal certificates of insurance shall be furnished upon renewal of such coverage.

ARTICLE XXIII
INDEMNIFICATION

CONSULTANT agrees to indemnify **CITY** from any claims, damages, losses, and costs, including but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by parties for property damage and bodily injury, including death, caused solely by the negligence or of **CONSULTANT**, **CONSULTANT'S** employees, affiliated corporations, officers, and subcontractors in connection with the **AGREEMENT**.

ARTICLE XXIV
OBSERVATION AND TESTING FOR CONSTRUCTION SAFETY

The observation and testing for construction safety is not included herein nor shall it be made a part of any **TASK ORDER**.

ARTICLE XXV
HAZARDOUS MATERIALS: ASBESTOS

If potentially hazardous materials or asbestos are encountered, the **CONSULTANT** shall have the right to suspend the work and the right, by written notice to the **CITY**, to terminate the work described in Article I. The **CITY** shall remain liable for and pay all fees and charges incurred under the provisions of **AGREEMENT** through the date of termination. The **CONSULTANT** has no expertise in this area of

hazardous materials, including asbestos detection and evaluation. The **CONSULTANT** will not be liable to investigate for or otherwise determine the presence of asbestos.

ARTICLE XXVI **CONFLICT OF INTEREST**

The **CONSULTANT** represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any matter with the performance of services required hereunder, as provided for in Florida Statute 112.311. The **CONSULTANT** further represents that no persons having any such interest shall be employed for said performance.

The **CONSULTANT** shall promptly notify the **CITY** in writing by Certified Mail of all potential conflicts of interest prohibited by existing State law for any prospective business association, interest or other circumstances which may influence or appear to influence the **CONSULTANT'S** judgment or quality of services being provided hereunder. Such written notification shall identify prospective business association, interest or circumstance, the nature of work that the **CONSULTANT** may undertake and request an opinion of the **CITY** as to whether the association, interest or circumstance would, in opinion of the **CITY**, constitute a conflict of interest if entered into by the **CONSULTANT**.

The **CITY** agrees to notify the **CONSULTANT** of its opinion by Certified Mail within thirty (30) days of receipt of notification by the **CONSULTANT**. If, in the opinion of the **CITY**, the prospective business association, interest or circumstance would not constitute a conflict of interest by the **CONSULTANT**, the **CITY** shall so state in the notification and the **CONSULTANT** shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with the respect to services provided to the **CITY** by the **CONSULTANT** under the terms of this **AGREEMENT**.

ARTICLE XXVII **NOTICE**

All notices, requests, and other communications required or permitted under this **AGREEMENT** shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to the **CITY**:
Terry Lloyd, Director of Aviation
Kissimmee Gateway Airport
401 Dyer Blvd.
Kissimmee, Florida 34741

As to the **CONSULTANT**:
Sandeep Singh, President
AVCON, Inc.
5555 E. Michigan Street, Suite 200
Orlando, FL 32822-2779

Or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

ARTICLE XXVIII
INTERPRETATION: VENUE

This **AGREEMENT** constitutes the entire **AGREEMENT** between the parties with respect to the subject matter hereof and supersedes all prior verbal or written **AGREEMENT(S)** between the parties with respect thereto. This **AGREEMENT** may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This **AGREEMENT** shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this **AGREEMENT**, venue shall be in the Ninth Judicial Circuit for Osceola County, Florida for claims under State law and the Middle District of Florida for any claims, which are justifiable in Federal Court. Each party waives the right to a jury trial.

ARTICLE XXIX
ATTORNEY FEES

Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs from the opposing party. For the purpose of this agreement, reasonable Attorney fees of the City Attorney shall be based on the fees regularly charged by Private Attorney with an equivalent number of years of professional experience who practice in Orange and Osceola County, Florida.

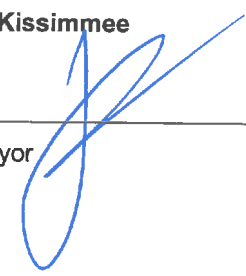
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

ATTEST:



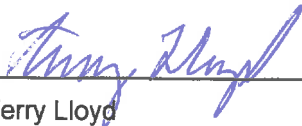
City of Kissimmee
City Clerk

CITY of Kissimmee



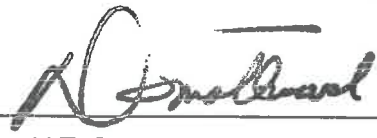
Mayor

**APPROVED AS TO TECHNICAL
REQUIREMENTS**



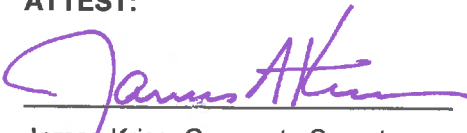
Terry Lloyd
Director of Aviation

APPROVED AS TO LEGAL FORM

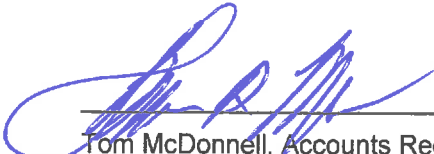


Donald T. Smallwood
City Attorney

ATTEST:



James Kriss, Corporate Secretary



Tom McDonnell, Accounts Receivable

AVCON, INC



Sandeep Singh
President

ATTACHMENT I
to the
GENERAL CONSULTING AGREEMENT BETWEEN
CITY OF KISSIMMEE
and
AVCON, INC.

TITLE VI
ASSURANCES

During the performance of his **AGREEMENT**, the **CONSULTANT**, for itself, its assigned and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations.** The Contractor shall comply with regulations relative to non discrimination in Federally-assisted programs of the Department of transportation (Hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred as "Regulations"), which are herein incorporated by reference and made a part of this **AGREEMENT**.
2. **Non-Discrimination.** The Contractor, with regard to the work performed by it during the **AGREEMENT**, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractors, including procurement 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 within the **AGREEMENT** covers a program set forth in Appendix B of Regulations.
3. **Solicitations for Sub-Contracts, Including Procurement of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the Contractor of the Contractor's obligations under this **AGREEMENT** and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The Contractor shall provide all information and reports required by the relations or directives issued thereof, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor

shall so certify to the sponsor or the FAA, as appropriate, and shall set forth efforts it has made to obtain the information.

5. **Sanctions for Non-Compliance.** In the event of the Contractor's non-compliance with the non-discrimination provision of this **AGREEMENT**, the sponsor shall impose such **AGREEMENT** 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 **AGREEMENT** until the Contractor complies, and/or
 - b. Cancellation, termination, or suspension of the **AGREEMENT**, in whole or in part.
6. **Incorporation of Provisions.** The Contractor shall include the provisions of Paragraph 1 through 5 in every sub-contract, including the procurement 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 sub-contract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, of the sponsor and, in addition, the Contractor may request the United States to enter into such litigation to protect interest of the United States.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) ASSURANCES

1. **Policy** – It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of **AGREEMENT(S)** financed in whole or in part with Federal and/or State funds under this **AGREEMENT**. Consequently, the DBE requirements of 49 CFR Part 23 apply to this **AGREEMENT**.
2. **DBE Obligations-** The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of this **AGREEMENT(S)** and sub-contracts financed in whole or in part with Federal and/or State funds provided under this **AGREEMENT**. In this regard all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to complete for and perform work. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT – assisted projects.

The word “**Contractor**” as used in this Attachment shall mean the same as “**CONSULTANT**.”

The word “**Sponsor**” as used in this Attachment shall mean the same as “**CITY**.”

Source: From FAA AC 150/5100-14C, Appendix 1, 1/6/93.

ATTACHMENT II
to the
GENERAL CONSULTING AGREEMENT BETWEEN
CITY OF KISSIMMEE
and
AVCON, INC.

CERTIFICATE OF CONSULTANT

I hereby certify that I am the President and duly authorized representative of the firm AVCON, INC. whose address is 5555 E. Michigan Street, Suite 200, Orlando, FL 32822-2779, and that neither I nor the above firm I here represent has:

- (A) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for me or the above consultant) to solicit or secure this **AGREEMENT**.
- (B) Agreed, as an express or implied condition for obtaining this **AGREEMENT**, to employ or retain the services of any firm or person in connection with carrying out the **AGREEMENT**, or
- (C) Paid or agreed to pay any firm, organization, or person (other than a bonafide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the **AGREEMENT**, except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation in connection with this **AGREEMENT** involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal Laws, both criminal and civil.

(Date)



Sandeep Singh
President

ITEM 7.N**Recommendation to Award Construction Contract, Notice to Procure and Notice to Proceed to Hubbard Construction for Taxiway E Extension and Install Taxiway E Lighting****Request**

Request Commission approval to Award Construction Contract, Notice to Procure and Notice to Proceed to Hubbard Construction for Taxiway E Extension and Install Taxiway E Lighting project at Kissimmee Gateway Airport.

Explanation

Hubbard Construction was chosen to provide the construction services to extend Taxiway "E" and install associated lighting. Hubbard was the lowest responsive bidder to the public advertisement. The bids were reviewed by AVCON, Inc. and recommended for contract award.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47070106-506393 47070106-506393	APXXXX AP2305	Decrease	5,335,041 200,000	5,335,041 120,628

Financial Summary:

Portions of this project are funded by the Federal Aviation Administration (FAA) (90%), Florida Department of Transportation (FDOT) (8%), and the Kissimmee Gateway Airport (2%). The total project amount is \$5,861,435 with each agency funding the following amounts:

FAA AIP (Grant #: 3-12-0038-042-2022) - \$5,275,292
FDOT-PTGA (Grant #: 438441-2-94-01) - \$468,920
Kissimmee Gateway Airport - \$120,628

The balance for the City match will be provided from Project AP2305, previously budgeted for Taxiway D design in the amount of \$120,628.

Recommendation

Staff recommends Commission approval to Award Construction Contract, Notice to Procure and Notice to Proceed to Hubbard Construction for Taxiway E Extension and Install Taxiway E Lighting project at Kissimmee Gateway Airport.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Airport
Presenter:

Attachment(s):

1. (S) Hubbard Agreement Page
2. Taxiway E Project Book and Contract 2022

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

CONTRACT AGREEMENT

(Use this page if the CONTRACTOR is a Corporation)

IN WITNESS WHEREOF, the said City of Kissimmee, Florida has caused this Contract to be executed in its name by P. Frederick O'Dea Jr and has caused the seal of said OWNER to be hereto attached; and the said CONTRACTOR has caused this Contract to be executed in its name by P. Frederick O'Dea Jr, attested by Phillip Pagan, and has caused the seal of said corporation to be hereunto attached, all on the day and year first above written.

Signed, sealed and delivered
in the presence of:

OWNER

By: _____

ATTEST:

By: _____

Hubbard Construction Company
CONTRACTOR

By: P. Frederick O'Dea Jr
Vice PRESIDENT

ATTEST:

By: [Signature]
(CONTRACTOR)



TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL



KISSIMMEE GATEWAY AIRPORT KISSIMMEE, FLORIDA

PROJECT MANUAL

ISSUED FOR
CONSTRUCTION

FAA AIP #3-12-0038-042-2022
FDOT FM #438441-2
BID # IFB2022-003

AVCON, INC.

5555 E. Michigan Street, Suite 200
Orlando, FL 32822
407.599.1122
407.599.1133
www.avconinc.com



OCTOBER 2022

**KISSIMMEE GATEWAY AIRPORT
City Bid No: IFB2022-003**

ADDENDUM NUMBER ONE

TO THE

**BID PACKAGE
DATED MARCH 2022**

FOR

**TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL
FAA AIP # 3-12-0038-042-2022
FDOT FM # 438441-2**

**401 Dyer Boulevard
Kissimmee, Florida 34741**

**The Documents Covering the Above Described Work
Were Prepared By:**

**AVCON, INC.
5555 East Michigan Street, Suite 200
Orlando, Florida 32822-2779
(Tel) 407.599.1122
(Fax) 407.599.1133**

ADDENDUM NO. 1 – DATE: MARCH 28, 2022

Note: The bidder shall acknowledge receipt of this Addendum on the
Bid Form, Page BF-3, in the space provided.

ADDENDUM NUMBER 1

Kissimmee Gateway Airport Taxiway E Extension (24 End) and Obstruction Removal March 28, 2022

Notice to Bidders: The following items, whether clarifications, corrections, additions, deletions, and/or revisions to the above-referenced project, are incorporated into the contract documents currently advertised for bidding.

CHANGES TO PROJECT MANUAL

1. **Invitation to Bid** – The second to last paragraph has been changed as follows:

Submit one (1) original and three (3) ***one (1) hardcopy, copies and together with*** a USB drive, CD, or DVD with a scan of your entire signed complete bid price proposal, by the closing date and time in a sealed envelope with the bid title, FAA AIP and FDOT FM numbers clearly marked on the outside of the envelope. Bids received after the closing date and time will not be considered and will be returned to the bidder.

The Invitation to Bid is not reissued with this Addendum.

2. **Bid Schedule A-Airfield Civil** – Pay Items have changed as follows (one added; three removed):

18	T-904-1	Sodding	24500	SY	\$0.00	\$0.00
18	P-620-1	Runway and Taxiway Painting, Temporary, No Beads, White/Yellow	12250	SF	\$0.00	\$0.00
19	P-620-2	Runway and Taxiway Painting, Permanent, No Beads, Black	11750	SF	\$0.00	\$0.00
20	P-620-3	Runway and Taxiway Painting, Permanent, With Glass Beads, White/Yellow/Red	14700	SF	\$0.00	\$0.00

Bid Schedule A is reissued with Addendum 1 (Excel version provided in email).

CHANGES TO DRAWINGS (10 drawings)

1. **Drawing C003** – Due to a printing error Drawing C003 SWPP Plan (Sheet 3 of 3) is revised and reissued (1 drawing).
2. **Drawings C101 through C103** – Drawings C101 Demolition Plan (Sheet 1 of 3) through C103 Typical Sections (Sheet 3 of 3), are revised and reissued (3 drawings).
3. **Drawings C151 through C155** – Drawings C151 Typical Sections (Sheet 1 of 8) through C155 Typical Sections (Sheet 5 of 8), are revised and reissued (5 drawings).
4. **Drawing C211** - Paving Plan, is revised and reissued (1 drawing).

QUESTIONS FROM BIDDERS

1. Page BF-18 looks to be a duplicate of BF-17.

Response: This form is just for Joint Venture Firms, so more than one page will be necessary for those bidders who are Joint Venture partnerships. If the bidder has more than two partners in the Joint Venture, then copies of page 17 or 18 would be submitted; one for each partner in the Joint Venture, i.e., two pages (17 and 18) for two partners, three pages (17, 18, copy of 18) for three partners, so on and so forth.

We provided an extra page because all Joint Ventures have at least two partners. If the bidder is not a joint venture, they would not fill out the form, but would include it without the blanks filled out.

2. What is the anticipated start date for this project?

Response: Between January 9, 2023 and June 1, 2023.

3. Per the Phasing summary found on Drawing G008 & G009 (Sheet 8&9), the TOTAL contract duration is 120 calendar days. Please confirm.

Response: The correct total construction time is 150 calendar days, notwithstanding the pavement curing period of 30 calendar days. A stop clock order will be issued during the pavement curing period once the final tonnage is placed and accepted by the Owner. The contract clock will be restarted once the 30 calendar day curing period has elapsed.

A Notice to Procure will be issued separately from the Notice to Proceed. The Notice to Procure will be issued well ahead of the Notice to Proceed, to allow the contractor enough time to submit shop drawings, and order materials based on the approved shop drawing submittals received from the Engineer. The exact dates will depend on discussions with the successful bidder after a contract has been awarded, and all project funds are in place.

The phasing plans are subject to change based on contractor and Owner input, and will be synchronized prior to issuance of the Issued for Construction plans.

4. Please provide contact information for the Director of Aviation to schedule a site visit.

Response: Please contact Mr. Shaun Germolus, Director of Aviation, or Mr. Ramon Senorans, Airport Manager at 407.847.4600

5. I would like to inform you that on page IB-6 you have listed Florida Black Business Investment Board. The web link and email listed do not work and the phone number goes to someone else's phone. I'm going to assume they are no longer in business.

Response: Thank you, we will remove the local certifying agency from future bid documents. Please go to www.faa.gov and www.fdot.gov for additional DBE certifying agency information.

6. In the provided project documents, we cannot find where it is mentioned which Agency Certifications are acceptable for the DBE companies. Can you provide which certification agencies (FDOT, County, etc.?) are required or acceptable for the Disadvantaged Business Enterprise companies for this project? If you could provide an answer quickly, we would like to include that information in our advertisements.

Response: Yes, FDOT is a certifying authority under 49 CFR 26 as part of their Unified Certification Program (UCP). Please go to www.faa.gov and www.fdot.gov for additional DBE certifying agency information.

7. In talking to the Electrical sub-contractors; they have a concern with some of the lead times they are seeing from the suppliers. Certain cables and components are having up to 8 month lead times; this is even after paying a premium to expediate deliveries. This could be a concern with the project duration.

Response: A Notice to Procure will be issued separately from the Notice to Proceed. The Notice to Procure will be issued well ahead of the Notice to Proceed, to allow the contractor enough time to submit shop drawings, and order materials based on the approved shop drawing submittals received from the Engineer. The exact dates will depend on discussions with the successful bidder after a contract has been awarded and all project funds are in place.

8. With such long lead times, what would be the anticipated Contract date and then the Construction Notice to Proceed? Is there a way to release material purchases in advance to elevate any potential conflict with acquiring materials, especially the electrical items?

Response: A Notice to Procure will be issued separately from the Notice to Proceed. The Notice to Procure will be issued well ahead of the Notice to Proceed, to allow the contractor enough time to submit shop drawings, and order materials based on the approved shop drawing submittals received from the Engineer. The exact dates will depend on discussions with the successful bidder after a contract has been awarded and all project funds are in place.

9. Typical Sections sheet for Taxiway H (Plan sheet C152) have conflicting information. The "Milled Demolition" typical has a 35 ft existing width while the "Overlay" typical is showing a 50ft proposed width. Should the "Overlay" Typical show the 35ft existing plus an additional 15ft of new construction?

Response: Yes and no; the widening widths vary per the geometry plan. Typical Section Drawings C151 through C155 have been revised accordingly to clarify what is intended by the project design.

10. The Paving Plan (Sheet C211) is conflicting with the Typical Sections sheet for Taxi Lane H (sheet C154). The Paving Plan calls for Taxi Lane H to be milled ;overlaid and widened but Typical section "D" is showing a complete rebuild or "New Structure". Also, the proposed width shown on the typical does not appear to be typical for all of Taxi Lane H.

Response: Correct, existing Taxilane H is typically 25' with the exception of fillet radii. Typical Section Drawings C151 through C155 have been revised accordingly to clarify what is intended by the project design.

11. Per the Phasing summary found on Drawing G008 & G009 (Sheet 8&9), the TOTAL contract duration is 120 calendar days or is it 120 to Substantial plus 30 to Final for 150 total calendar days, as shown on page GP130-2. Please confirm.

Response: The correct total construction time is 150 calendar days, notwithstanding the pavement curing period of 30 calendar days. A stop clock order will be issued during the pavement curing period once the final tonnage is placed and accepted by the Owner. The contract clock will be restarted once the 30 calendar day curing period has elapsed.

A Notice to Procure will be issued separately from the Notice to Proceed. The Notice to Procure will be issued well ahead of the Notice to Proceed, to allow the contractor enough time to submit shop drawings and order materials. The exact dates will depend on discussions with the successful bidder after a contract has been awarded and all project funds are in place.

The phasing plans are subject to change based on contractor, and Owner input, and will be synchronized prior to issuance of the Issued for Construction plans.

12. On Bid Schedule A – Civil (excel sheet); It appears that Pay items P-620-1; P-620-2 and P-620-3 (Index 15, 16 & 17) are duplicated in Index # 18, 19 and 20. Please confirm.

Response: The Bid Schedule has been revised and is reissued with this Addendum. See also "Changes to Project Manual" No. 2 (above).

13. Is there any date/time set for a site walk?

Response: Per the Project Manual Page INV-3, second paragraph, "Site visits may be scheduled during the bidding period by contacting the Director of Aviation prior to bidding a minimum 24 hours in advance."

Reference also Question/Response #4 (above).

ATTACHMENTS

- Bid Schedule A-Airfield Civil (Excel version provided in email)
- Drawings C003, C101-C103, C151-C155, C211

END OF ADDENDUM NO. 1



GISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL

CONTRACTOR:

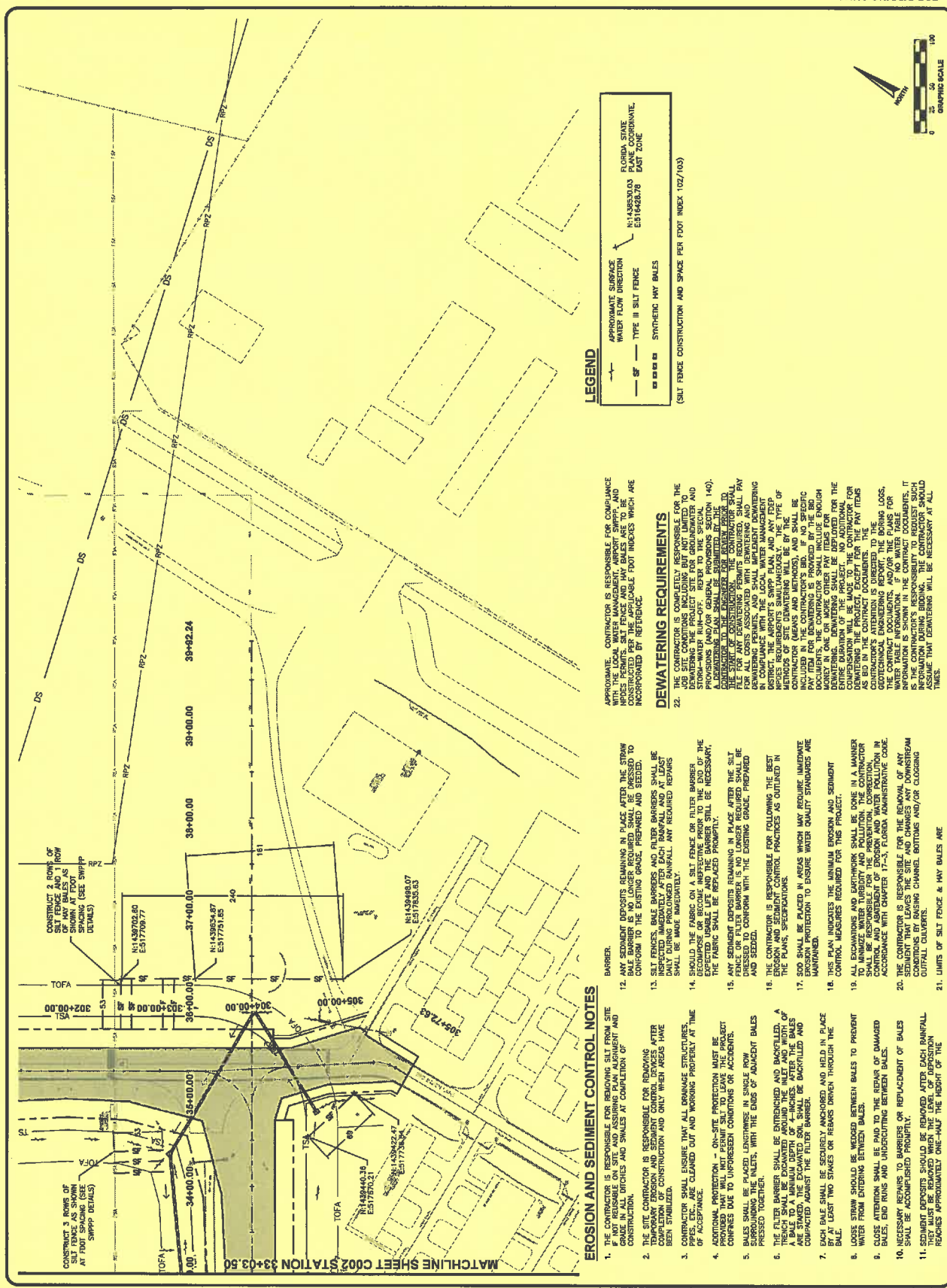
BID SCHEDULE A - AIRFIELD CIVIL - FAA NON-ELIGIBLE

INDEX	PAY ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	LINE TOTAL
1	D-701-3	24"x38"ERCP, Class V	388	LF	\$0.00	\$0.00
2	D-751-1	FDOT Manhole, Type J Bottom, A/C Load Rated Cover	2	EA	\$0.00	\$0.00
3	D-751-2	FDOT Type E Inlet, Modified, A/C Load Rated Grate	4	EA	\$0.00	\$0.00
4	P-101-2	Full Depth Pavement Demolition (ACC or PCC)	11270	SY	\$0.00	\$0.00
5	P-101-3	Drainage Pipe Demolition	170	LF	\$0.00	\$0.00
6	P-101-4	Storm Structure Demolition	4	EA	\$0.00	\$0.00
7	P-152-1	Unclassified Excavation	1984	CY	\$0.00	\$0.00
8	P-152-2	Borrow Excavation	588	CY	\$0.00	\$0.00
9	P-152-3	6" Stripping and Stockpiling	2100	SY	\$0.00	\$0.00
10	P-154-1	6" Subbase Course	16469	SY	\$0.00	\$0.00
11	P-154-2	6" Subbase Course - Stabilized Shoulders	7350	SY	\$0.00	\$0.00
12	P-219-1	Recycled Concrete Aggregate Base Course	14066	SY	\$0.00	\$0.00
13	P-401-1	Asphalt Mix Pavement, Surface Course	2750	TON	\$0.00	\$0.00
14	P-602-1	Emulsified Asphalt Prime Coat	14704	SY	\$0.00	\$0.00
15	P-620-1	Runway and Taxiway Painting, Temporary, No Beads, White/Yellow	12250	SF	\$0.00	\$0.00
16	P-620-2	Runway and Taxiway Painting, Permanent, No Beads, Black	11760	SF	\$0.00	\$0.00
17	P-620-3	Runway and Taxiway Painting, Permanent, With Glass Beads, White/Yellow	14700	SF	\$0.00	\$0.00
18	T-904-1	Soaking	24500	SY	\$0.00	\$0.00

SUB-TOTAL BID SCHEDULE A (WRITTEN IN NUMERALS)

\$0.00

SUB-TOTAL BID SCHEDULE A (WRITTEN IN WORDS):



EROSION AND SEDIMENT CONTROL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE AND NOT REUSABLE ON SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL UTILITIES AND SHIELDS AT COMPLETION OF CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXCESS MATERIAL FROM THE PROJECT AREA AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
3. CONTRACTOR SHALL ENSURE THAT ALL DRAINAGE STRUCTURES, IF APPLICABLE, ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
4. CONTRACTOR SHALL PROVIDE ON-SITE RESTORATION AFTER ANY ACTIVITIES THAT MAY FORMALLY END THE PROJECT. CONTRACTOR SHALL COMPLY WITH ALL NECESSARY CONDITIONS OR ACCIDENTS.
5. BULBS SHALL BE PLACED LENGTHWISE IN SINGLE ROW SURROUNDING THE INLETS, WITH THE ONE OF ADJACENT BULBS PUSHED TOGETHER.
6. THE FILTER BARBER SHALL BE ENTRENCHED AND BACKFILLED. A MINIMUM OF 12" OF SAND SHALL BE PLACED OVER THE FILTER BARBER TO A MINIMUM DEPTH OF 18" INCHES. AFTER THE BULBS ARE STAKED, THE EXCAVATED SOIL SHALL BE BACKFILLED AND COMPACTED AGAINST THE FILTER BARBER.
7. EACH BULB SHALL BE SECURELY ANCHORED AND HELD IN PLACE BY AT LEAST TWO SHAKES OR REMOVS DOWN THROUGH THE BULB.
8. LONGER STRAW SHALL BE WEDGED BETWEEN BULBS TO PREVENT WATER FROM EXTERIORING BETWEEN BULBS.
9. CLOSE ATTENTION SHALL BE PAID TO THE REMOVAL OF DAMAGED BULBS, END RUNS AND UNROOTING BETWEEN BULBS.
10. NECESSARY REPAIRS TO BARBERS OR REPLACEMENT OF BULBS SHALL BE COMPLETED PROMPTLY.
11. SEDIMENT DEPOSITIONS SHALL BE REMOVED AFTER EACH RAINFALL. REMOVALS ARE APPROXIMATELY ONE-HALF THE HEIGHT OF THE REACHES OCCURRING WHEN HALF THE HEIGHT OF THE

APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH THE LOCAL WATER MANAGEMENT, AIRPORT SWPPP, AND NPDES PERMITS. SILT FENCE AND HAY BALES ARE TO BE CONSTRUCTED PER THE APPLICABLE FDOT INDEXES WHICH ARE INCORPORATED BY REFERENCE.

DEWATERING REQUIREMENTS

[illegible]

LEGEND

- 
 APPROXIMATE SURFACE
 WATER FLOW DIRECTION
 — SF — TYPE III SILT FENCE
 SYNTHETIC HAY BALES
- FLORIDA STATE
 PLANE COORDINATE,
 EAST ZONE
 N:1438530.03
 E:816428.78
- (SILT FENCE CONSTRUCTION AND SPACE PER FOOT INDEX 102/103)

(SILT FENCE CONSTRUCTION AND SPACE PER FTOT INDEX 102/103)

FOR BIDDING ONLY



KISSIMMEE AIRPORT
 10000 W. US HWY 1
 MIAMI, FL 33156
 TEL: 305-443-1100 FAX: 305-443-1101
 WWW.KISSIMMEEAIRPORT.COM



AVCON INC.
 10000 W. US HWY 1
 MIAMI, FL 33156
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 WWW.AVCONINC.COM

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TAXIWAY E
 EXTENSION AND
 OBSTRUCTION
 REMOVAL
 KISSIMMEE
 GATEWAY AIRPORT
 KISSIMMEE, FLORIDA
 STORM-WATER
 POLLUTION
 PREVENTION PLAN
 (SHEET 3 OF 3)

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SCALE (US VS FT): GRAPHIC
 REVISIONS:
 NO. DATE BY DESCRIPTION
 1 10/29/22 RCH AUDUBON F1

DESIGNED BY: RDM
 DRAWN BY: RDM
 CHECKED BY: JAK
 APPROVED BY: SS
 DATE: MAR 2020

FDOT FM NO. 438441-2
 FAA AIP NO. 3-12-0035-042-3022
 AVCON PROJECT NO. 2016-161.02
 CALDD 1616102019C003

DRAWING
 C003



KISSIMMEE AIRPORT AUTHORITY
Close to the edge of central Florida



AVCON, INC.
 1801 S. W. 10TH AVE., SUITE 200, MIAMI, FL 33135
 (305) 351-1111
 CORPORATE OFFICE OF AVCON CONSULTING, LLC
 1801 S. W. 10TH AVE., SUITE 200, MIAMI, FL 33135

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PROFESSIONAL SEAL

**TAXIWAY E
EXTENSION AND
OBSTRUCTION
REMOVAL**

**KISSIMMEE
GATEWAY AIRPORT
KISSIMMEE, FLORIDA**

**DEMOLITION PLAN
(SHEET 1 OF 3)**

ATTENTION:

THE SCALE OF THIS DRAWING IS 1" = 100'. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE TAXIWAY OR RUNWAY. DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE TAXIWAY OR RUNWAY. DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE TAXIWAY OR RUNWAY.

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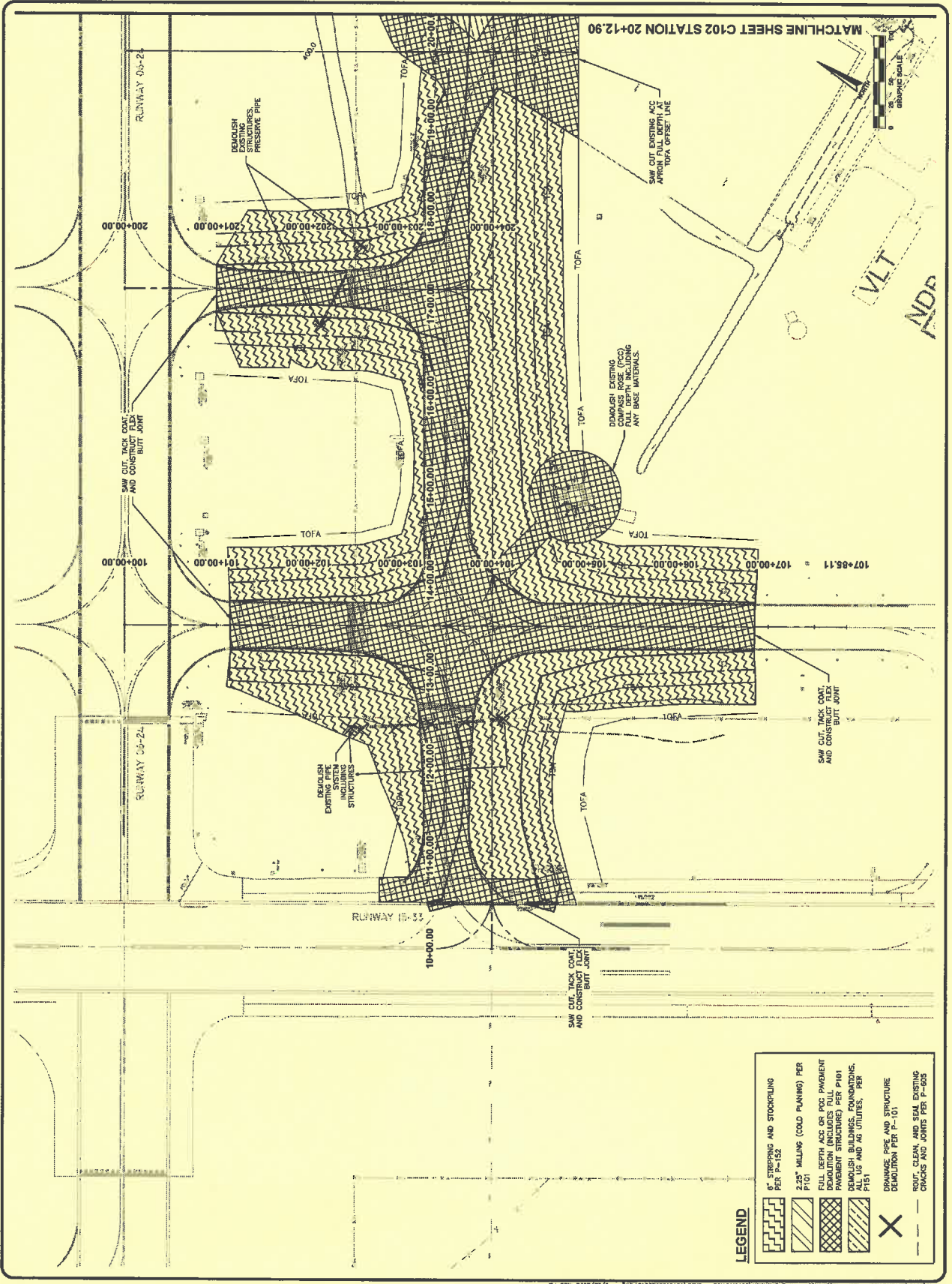
NO.	DATE	BY	DESCRIPTION
1	03/28/22	RDH	ADDENDUM #1

DESIGNED BY: RDH
 DRAWN BY: RDH
 CHECKED BY: JAK
 APPROVED BY: SS
 DATE: MARCH 2020

FOOT RM NO. 439441-2
 FAA AIP NO. 3-12-0038-042-2022
 AVCON PROJECT NO. 2018.161.02
 CADD 1616102038C101

**DRAWING
C101**

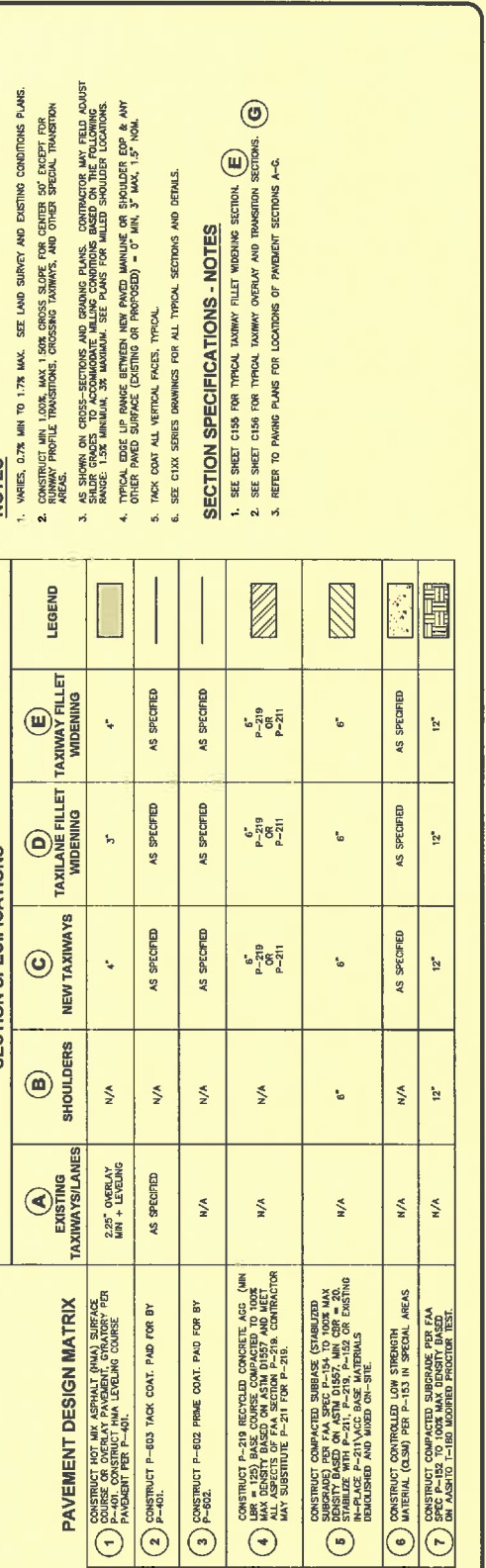
SHEET 33 OF 140



LEGEND

	4\"/>
	2.25\"/>
	Full Depth ACC or POC Pavement
	Demolish Buildings, Foundations, All LG and AG Utilities, Per P151
	Drainage Pipe and Structure Demolition Per P-101
	Root, Clean, and Seal Existing Cracks and Joints Per P-105

FOR BIDDING ONLY

[illegible]

KISSIMMEE GATEWAY
AIRPORT

AVCON, INC.
ENGINEERS & PLANNERS
2000 E. UNIVERSITY AVENUE, SUITE 200, AUSTIN, TX 78746
737.440.1100
WWW.AVCONINC.COM

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**TAXIWAY E
EXTENSION AND
OBSTRUCTION
REMOVAL**

**KISSIMMEE
GATEWAY AIRPORT
KISSIMMEE, FLORIDA**

**TYPICAL SECTIONS
AND DETAILS
(SHEET 4 OF 8)**

AVCON, INC.
2000 E. UNIVERSITY AVENUE, SUITE 200, AUSTIN, TX 78746
737.440.1100
WWW.AVCONINC.COM

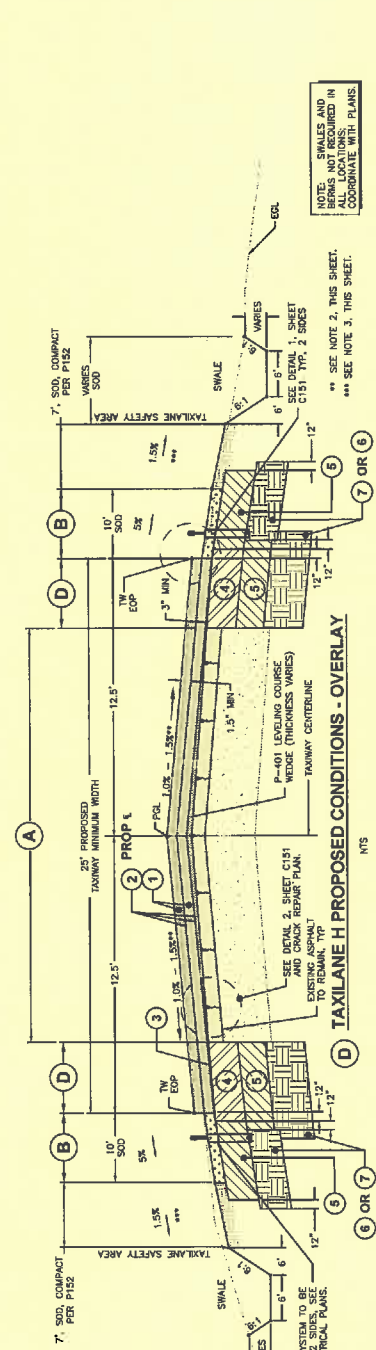
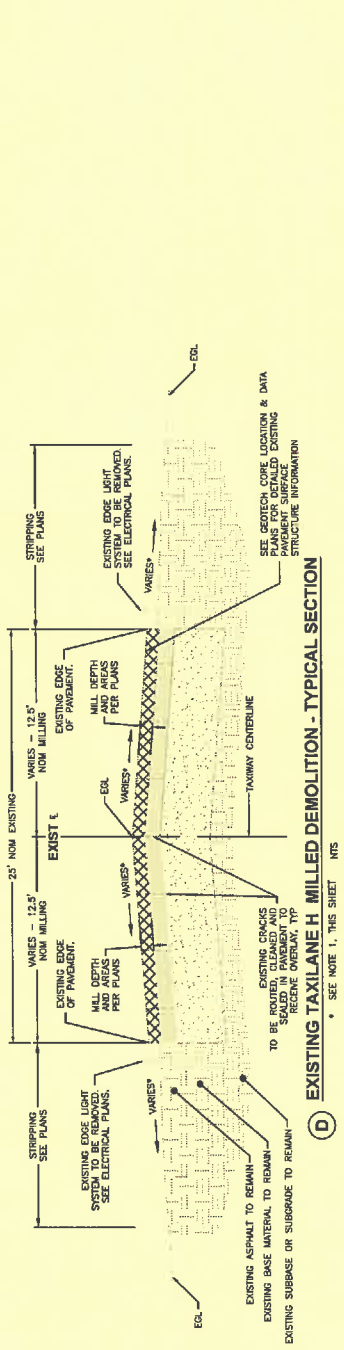
SCALE (US SVY FT): GRAPHIC	
NO.	DATE
1	03/28/22
2	03/28/22
3	03/28/22
4	03/28/22
5	03/28/22
6	03/28/22
7	03/28/22

DESIGNED BY: RDH
DRAWN BY: RDH
CHECKED BY: JAK
APPROVED BY: SS
DATE: MARCH 2020

FOOT PM NO. 439441-2
FAA AIP NO. 3-14-0038-042-2022
AVCON PROJECT NO. 2018.181.02
CADD 161510329C154

**DRAWING
C154**
SHEET 28 OF 40

FOR BIDDING ONLY

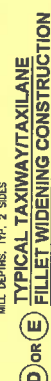


- NOTES**
1. NOTES: 0.7% MIN TO 1.7% MAX. SEE LAND SURVEY AND EXISTING CONDITIONS PLANS.
 2. CONSTRUCT MIN 100% MAX 1.5% CROSS SLOPE FOR CENTER 50' EXCEPT FOR TRANSITION AREAS.
 3. AS SHOWN ON CROSS-SECTIONS AND GRADING PLANS. CONTRACTOR MAY FIELD ADJUST SHOULDER GRADES TO ACCOMMODATE MILLING CONDITIONS BASED ON THE FOLLOWING RANGE: 1.5% MINIMUM; 3% MAXIMUM. SEE PLANS FOR MILLED SHOULDER LOCATIONS.
 4. TYPICAL EDGE UP RANGE BETWEEN NEW PAVED MAINLINE OR SHOULDER EDGE & ANY OTHER PAVED SURFACE (EXISTING OR PROPOSED) = 0" MIN, 3" MAX, 1.5" NOM.
 5. TACK COAT ALL VERTICAL FACES. TYPICAL.
 6. SEE C11X SERIES DRAWINGS FOR ALL TYPICAL SECTIONS AND DETAILS.

SECTION SPECIFICATIONS - NOTES

1. SEE SHEET C155 FOR TYPICAL TAXIWAY FLEET WIDENING SECTION **(E)**
2. SEE SHEET C156 FOR TYPICAL TAXIWAY OVERLAY AND TRANSITION SECTIONS. **(G)**
3. REFER TO PAVING PLANS FOR LOCATIONS OF PAVING SECTIONS A-G.

SECTION SPECIFICATIONS						
	A	B	C	D	E	LEGEND
EXISTING TAXIWAYS/LANES	2.25" MIN + LEVELING	N/A	4"	TAXILANE FILLET WIDENING	TAXIWAY FILLET WIDENING	
1	CONSTRUCT P-401	N/A	4"	AS SPECIFIED	AS SPECIFIED	
2	CONSTRUCT P-402 TACK COAT. PAID FOR BY P-401.	N/A	AS SPECIFIED	AS SPECIFIED	AS SPECIFIED	
3	CONSTRUCT P-402 PRIME COAT. PAID FOR BY P-402.	N/A	AS SPECIFIED	AS SPECIFIED	AS SPECIFIED	
4	CONSTRUCT P-403 REPAVED CONCRETE (400 MIN SUBGRADE) PER FAA SPEC P-154 TO 100% MAX DENSITY BASE COURSE COMPACTED TO 100% MAX DENSITY BASED ON ASTM D1557 AND MEET MIN. SUBGRADE P-211 FOR P-210.	N/A	6" P-19 OR P-211	6" P-19 OR P-211	6" P-19 OR P-211	
5	CONSTRUCT COMPACTED SUBGRADE (STABILIZED SUBGRADE) PER FAA SPEC P-154 TO 100% MAX DENSITY BASE COURSE COMPACTED TO 100% MAX DENSITY BASED ON ASTM D1557 AND MEET MIN. SUBGRADE P-211 FOR P-210.	N/A	6"	6"	6"	
6	CONSTRUCT CONTROLLED LOW STRENGTH MATERIAL (CLSM) PER P-153 IN SPECIAL AREAS.	N/A	AS SPECIFIED	AS SPECIFIED	AS SPECIFIED	
7	CONSTRUCT COMPACTED SUBGRADE PER FAA SPEC P-152 TO 100% MAX DENSITY BASED ON ASTM D1557 AND MEET MIN. SUBGRADE P-211 FOR P-210.	N/A	12"	12"	12"	



SHEET 30 OF 140

KISSIMMEE GATEWAY AIRPORT

AVCON INC.
KISSIMMEE, FLORIDA

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PROFESSIONAL SEAL

TAXIWAY E
EXTENSION AND
OBSTRUCTION
REMOVAL

KISSIMMEE
GATEWAY AIRPORT
KISSIMMEE, FLORIDA

PAVING PLAN

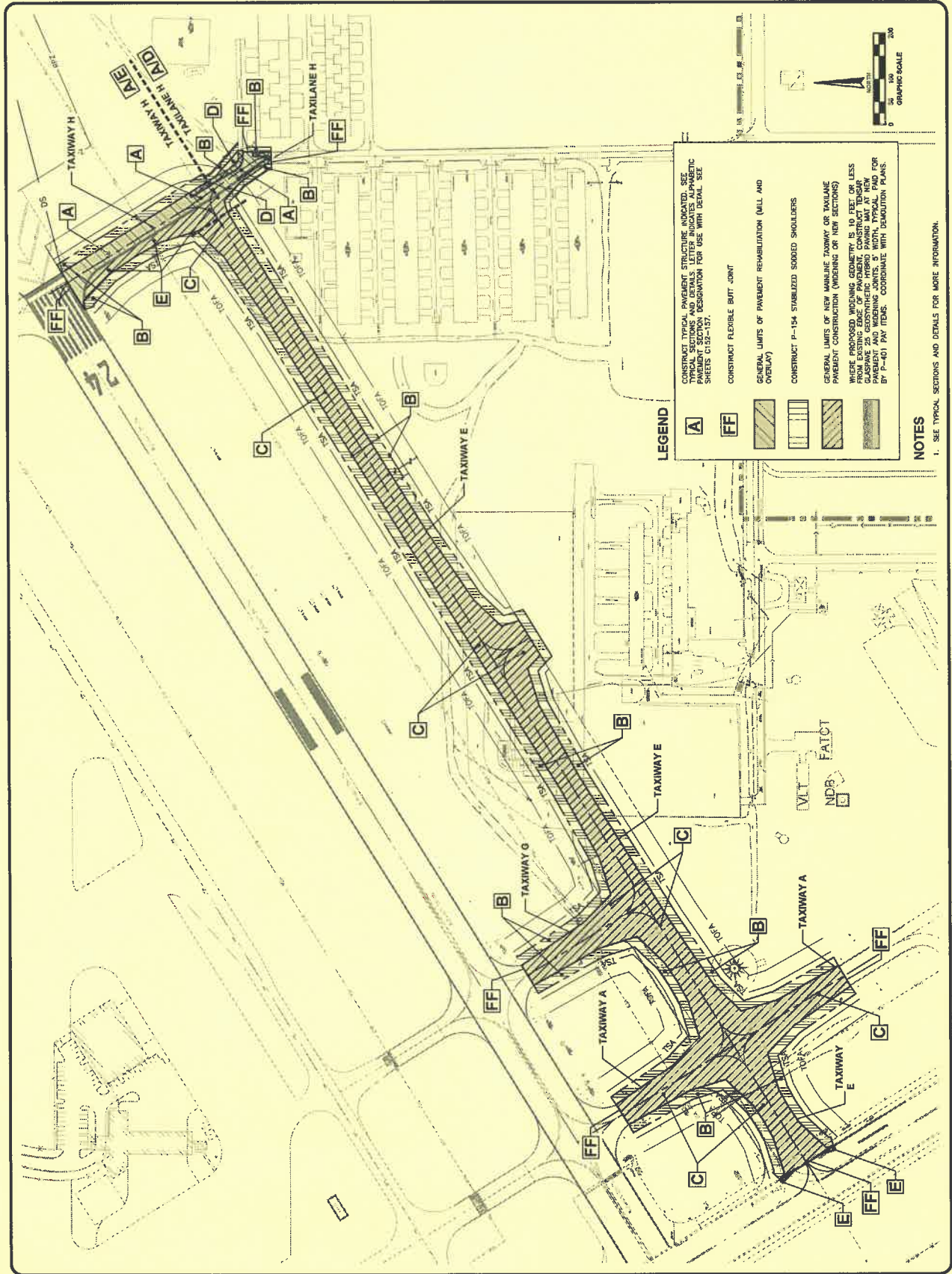
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NO.	DATE	BY	DESCRIPTION
1	03/28/22	RDH	ADDENDUM #1

DESIGNED BY: RDH
DRAWN BY: RDH
CHECKED BY: JAK
APPROVED BY: SS
DATE: MARCH 2020

PROJECT NO. 439441-2
FAA AIP NO. 3-15-00338-042-2022
AVCON PROJECT NO. 2016161.02
CAAD 1616102039C211

DRAWING
C211
SHEET 28 OF 140



**KISSIMMEE GATEWAY AIRPORT
City Bid No: IFB2022-003**

ADDENDUM NUMBER TWO

TO THE

**BID PACKAGE
DATED MARCH 2022**

FOR

**TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL
FAA AIP # 3-12-0038-042-2022
FDOT FM # 438441-2**

**401 Dyer Boulevard
Kissimmee, Florida 34741**

**The Documents Covering the Above Described Work
Were Prepared By:**

**AVCON, INC.
5555 East Michigan Street, Suite 200
Orlando, Florida 32822-2779
(Tel) 407.599.1122
(Fax) 407.599.1133**

ADDENDUM NO. 2 – DATE: APRIL 1, 2022

Note: The bidder shall acknowledge receipt of this Addendum on the Bid Form, Page BF-3, in the space provided.

ADDENDUM NUMBER 2

Kissimmee Gateway Airport Taxiway E Extension (24 End) and Obstruction Removal April 1, 2022

Notice to Bidders: The following items, whether clarifications, corrections, additions, deletions, and/or revisions to the above-referenced project, are incorporated into the contract documents currently advertised for bidding.

CHANGES TO PROJECT MANUAL

1. **Bid Schedule C** – Added Index 12, Pay Item C-105-2 “Construction Safety and Phasing Plan (CSPP)” as follows:

12	C-105-2	Construction Safety & Phasing Plan (CSPP)	1	LS
----	---------	---	---	----

Bid Schedule C is reissued with Addendum 2 (Excel version provided in email).

2. **Specification C-105 Mobilization**: Add new pay item C-105-2 Construction Safety and Phasing Plan (CSPP) – 1 Lump Sum per GP-130 CSPP Requirements. Specification C-105 is not reissued with this Addendum.
3. **General Provision 130 (Special Provisions)**: Add Section SP 37.0 Construction Safety and Phasing (CSPP) Requirements. GP-130 is not reissued with this Addendum.

CHANGES TO DRAWINGS

1. **Drawings C303, C304, C305** – Expanded view for outfall swale limits of work. Added notes for pipe construction (Revision 2, Addendum 2). Drawings C303-C305 are reissued with this Addendum.

CLARIFICATIONS

1. **Drawing G005 [Gate Access]**: The main access gate for the project has been changed from a manual gate the contractor would install to existing auto roll Gate Location #2. Gate Location #1 is not available except by special permission. The contractor no longer needs to construct a gate at Gate Location #1.
2. **Drawing G005 [Temporary Access Taxiway]**: The temporary access taxiways shown consist of 2” of asphalt over 6” of base material, 25 feet wide, with a single yellow centerline marking. The temporary access taxiways will be removed at the end of the phase in which they are needed. Any excess millings materials not used in the project excavation and embankments from the demolition of the temporary access taxiways will be turned over to the Airport.

QUESTIONS FROM BIDDERS

1. We usually see a pay item for "Safety & Security and MOT" but do not see one in the schedules. Where should this item or items be carried?

Response: Safety and Security per the CSPP document, plans, and contract documents, FAA AC 150\5370-2 (latest edition) as well as MOT, may be paid for by Mobilization specification, new pay item C-105-2 Construction Safety and Phasing Plan (CSPP) -- Lump Sum. The stepped pay schedule for this item is the same as Mobilization. In addition to the existing contract documents, the following Special Provision 37.0 requirements are added to the General Provisions Section 130:

37.0 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) REQUIREMENTS

The contractor shall fully comply with all safety and security requirements as indicated in the Construction Safety and Phasing Plan (CSPP) drawings included in the construction plans, as well as the approved CSPP document. The approved CSPP document submitted and approved by the FAA forms a part of these contract documents, whether physically attached or not. The report documentation describes in detail the additional requirements to preserve safety during the project, and is considered a supplement to the plans.

In addition to the CSPP documentation, the contractor is required to read and comply with Advisory Circular 150\5370-2, Operational Safety on Airports During Construction, latest edition. Refer also to the remainder of these General Provisions.

As part of the submittals process prior to construction, the contractor shall submit the Safety Plan Compliance Document (SPCD), to the Engineer for review and approval.

2. Plan sheet (G005) mentions a "Special Safety Class" required for working in the AOA. Are there any other security or safety badging and/or training requirements?

Response: There are no other special security requirements or fees (fingerprinting, background checks, badging, etc.). The special security class will be held with the Airport Manager or their designated operations representatives prior to construction, to review the Airport's safety and security procedures inside the Airport Operations Area. Bidders shall conform to local, State, and Federal requirements pertaining to the safety and security of the Airport, and to contractor/sub-contractor personnel working on the Airport, including but not limited to EEO, DBE, wage rates, and E-Verify requirements of the contract documents.

3. Please provide Ditch details (Plan, Cross-sections, excavation quantities, etc.) for the "Special Ditch" called out on Plan Sheet C303 at approximately Station 31+00 Right. The note on the plan sheet states this is all paid under P-754, please confirm and provide more details on this ditch for bidding purposes. How wide is the ditch bottom, ditch slopes, etc.? Are we to use the details on Plan Sheet C158? If so, which detail applies to this "Special Ditch"

Response: The ditch is the same typical section for swales and ditches as shown on Drawing C158 Typical Sections and Details (Sheet X of 8), "**Typical Trapezoidal Swale With No Berm**" detail. The swales and ditches are typically trapezoidal with 6 foot wide bottoms and 6:1 (=h:v) side slopes. The note on the plan states:

"Excavate ditch southward full length to elevation 70.00' (approx 500 lf). Replace portions of conc flumes removed by excavation (paid for by D-754)."

The intent of the note is that the excavation of the ditch is paid for by P-152 Unclassified Excavation. The replacement of existing concrete flumes on the east side of the ditch serving the existing T-hangars, which may be impacted by the ditch excavation, is paid for by D-754 FDOT Concrete Ditch paving. The excavation and flume quantities are already included in the bid schedule quantities for Bid Schedule B.

An extended view of the limits of the work has been added to Drawing C305, as a continuance of C303, to clarify the nature of this swale\ditch work for the bidder.

4. Please provide a thickness of existing PCC concrete.

Response: See the geotechnical report included with the project manual.

5. Please provide a thickness of existing asphalt.

Response: See the geotechnical report included with the project manual.

6. Please provide any as-builts or details on Existing Buildings to be demolished.

Response: Unfortunately, there are no as-builts or design drawings for the existing hangar building or offices available. Refer to the environmental hazmat review report on the building in the Project Manual by Universal Engineering Sciences. Be advised, bidders are strongly encouraged to review the project site prior to bidding.

7. Please provide information/details on the Fuel Tanks to be demolished. (Size, depth, status (empty), etc.).

Response: The Airport has informed the Design Team that the underground tanks have already been removed, at the site of the existing concrete removal area on the demolition plans. Be advised, bidders are strongly encouraged to review the project site prior to bidding.

8. What utility services need capped? Just Water?

Response: All utility services need to be terminated back to the project limits or to the nearest pedestals outside the limits of work. The hangar building water/fire services as applicable will need to be cut back to the limits of work and capped per Toho Water Authority standards (available on-line, latest edition incorporated here by reference). The contractor is responsible for coordinating with Toho Water Authority for termination\capping of potable water service to the building to be demolished, and for acquiring all necessary construction permits and licenses, and paying all fees, and taxes related to this work. Be advised, bidders are strongly encouraged to review the project site prior to bidding.

9. Is there a sewer service to be capped or septic system to be removed? If septic is it a Tank or Field? Please provide details.

Response: The hangar building is on a septic tank and mounded drain-field system which will need to be completely removed and legally disposed off of Airport property. The contractor is responsible for coordinating with FDEP for removal of septic service to the building to be demolished, and for acquiring all necessary construction permits and licenses, and paying all fees, and taxes related to this work. Be advised, bidders are strongly encouraged to review the project site prior to bidding.

10. Will the Electrical service be removed/disconnected prior to the Notice to proceed?

Response: The contractor is responsible for coordinating with KUA for termination of electrical power service to the building to be demolished, and for acquiring all necessary construction permits and licenses, and paying all fees and taxes related to this work. This can occur during the procurement period prior to issuance of the Notice to Proceed, or afterward. The Notice to Procure can be timed for consideration of this work without counting against the construction contract time. Be advised, bidders are strongly encouraged to review the project site prior to bidding.

11. Please provide a thickness, based on best available data of existing PCC concrete.

Response: See the geotechnical report included with the project manual.

12. Please provide a thickness, of existing asphalt.

Response: See the geotechnical report included with the project manual.

13. Please provide any as-builts or details (or if not available perhaps a short narrative) on Existing Building(s) to be demolished.

Response: Unfortunately, there are no as-builts or design drawings for the existing hangar building or offices available, due to their age. Refer to the environmental hazmat review report on the building in the Project Manual by Universal Engineering Sciences. Be advised, bidders are strongly encouraged to review the project site prior to bidding.

14. Is there a hazardous material report or structure report of some kind for the "Hanger" Building? Is there any asbestos or other hazardous material removal required?

Response: Refer to the environmental hazmat review report on the building in the Project Manual by Universal Engineering Sciences. The contractor is required to collect and dispose of any hazardous materials legally. Be advised, bidders are strongly encouraged to review the project site prior to bidding.

15. Where is item P-153 (See sheet C156, Item 6) paid under? Generally there is a separate pay item for P-153.

Response: P-153 is an option to P-152 for the contractor when working in phases of the project that are inside the runway safety areas to save time, especially for pipe backfills. If the contractor chooses, they may use P-153 flowable fill to save time, but it is paid for by P-152 pay item and unit price, since it is unknown when/where the contractor may wish to use P-153.

16. Looking at the New Taxiway typical (Sheet C153); In a cut section, is your excavation limit at the top or bottom of the subgrade (layer 7)? When looking at "Compaction Schedule-Embankments" (Sheet C156); for cut sections the excavation limit is the top of subgrade, Please confirm.

Response: The excavation limit in cut conditions is the top of P-152 subgrade, pending the contractor's selected method of mixing materials for P-154 subbase. If P-154 subbase is mixed in place, the contractor may choose to cut at a level part-way through the P-154 subbase thickness, depending on the proportions of stabilizer to subgrade necessary to meet P-154 specification gradation and strength. The "thickness" of the Layer 7 shown in

the typical sections is for the 12 inches of minimum field density required per P-152 compaction, not necessarily any cut or fill limit (i.e., the depth of the nuclear gage probe).

17. Can a quantity summary for P-152-1 (Unclassified Excavation) and P-152-2 (Borrow Excavation) be provided? Our takeoff is showing a large discrepancy with the bid document quantities (takeoff showing more quantity).

Response: It is the intent of the design, and the contractor should plan to use all milled full depth existing pavements (pcc and/or acc, including surface, base courses, and any recoverable existing subbases), demolished as shown on the demolition plans, for additional P152 Unclassified Excavation backfill, and mixed with natural or imported subgrade materials for P-154 subbase (stabilized subgrade). Any excess pavement millings will be spread on site near the new fence work (see the fencing plans). Mixed milling materials proctors will be taken by the contractor's laboratory for field density testing prior to construction. Additional material is available from the ditch excavations on-site, and strippings are to be stockpiled on-site for use as topsoil under the solid sod mat. The existing apron pavement demolition materials will not need to be back-filled, and can be used for mixed P-152 backfill and/or P-154 subbase and shoulders of the taxiways.

The existing Taxiway Alpha and Golf pavements consist of 4" asphalt, 6" limerock, and 6" of subbase.

18. Can CAD files be provide for the project?

Response: CAD files will be provided to the successful bidder prior to construction, including the Civil 3D grading model.

19. Can the Bid due date be moved to April 21, 2022? A couple of the electrical subcontractors have requested additional time in order to receive material pricing and availability lead times from their suppliers that are having delays.

Response: No, simply due to the deadline necessary for the Airport to apply for federal and state funds for the project.

20. Will second tier DBE Subcontractors and/or Material Suppliers be accepted on this project? (For example, Subcontractor(1st tier) is not DBE but the material supplier they use is a DBE. Will that supplier, as a 2nd tier, be acceptable? or another example would be a DBE trucking company hauling for a non-DBE Subcontractor.)

Response: Yes, as long as the second tier subcontractor is a certified DBE, pursuant to 49 CFR Part 26 requirements. Please go to www.faa.gov and www.fdot.gov, as well as the project manual for more information.

ATTACHMENTS

- Bid Schedule C (Excel version provided in email)
- Drawings C303, C304, C305

END OF ADDENDUM NO. 2



KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL

CONTRACTOR:

BID SCHEDULE C - MOBILIZATION AND ELECTRICAL VAULT WORK ITEMS - FAA ELIGIBLE

INDEX	PAY ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	LINE TOTAL
1	L-104-1	Temporary Power & Temporary Airfield Lighting/Signage/Navigation Facilities	1	LS	\$0.00	\$0.00
2	L-109-1	Airfield Lighting Control System Modifications: Vendor	1	LS	\$0.00	\$0.00
3	L-109-2	Airfield Lighting Control System Modifications: Contractor	1	LS	\$0.00	\$0.00
4	L-109-3	Airfield Electrical Vault Modifications	1	LS	\$0.00	\$0.00
5	L-109-4	Short Circuit/Coordination/Device Evaluation/Arc Flash Analysis	1	LS	\$0.00	\$0.00
6	L-109-5	7.5kW, L-828 Constant Current Regulator - 3 Step - 240V	1	LS	\$0.00	\$0.00

MOBILIZATION ITEMS

INDEX	PAY ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	LINE TOTAL
7	C-100-1	Contractor Quality Control Program (CQCP)	1	LS	\$0.00	\$0.00
8	C-102-1	Temporary Air and Water Pollution, Soil Erosion, and Sediment Control	1	LS	\$0.00	\$0.00
9	C-102-2	Dewatering	1	LS	\$0.00	\$0.00
10	P-100-1	Construction Survey	1	LS	\$0.00	\$0.00
11	C-105-1	Mobilization (Limited to 10%)	1	LS	\$0.00	\$0.00
12	C-105-2	Construction Safety & Phasing Plan (CSPP)	1	LS	\$0.00	\$0.00

SUB-TOTAL BID SCHEDULE C (WRITTEN IN NUMERALS) \$0.00

SUB-TOTAL BID SCHEDULE C (WRITTEN IN WORDS):

KISSIMMEE RIVER AUTHORITY
A T S P C R T
Conservation of the Kissimmee River

AVCON INC.
INCORPORATED IN FLORIDA
2500 E. US HIGHWAY 1, SUITE 100
FORT MYERS, FL 33901
TEL: 888-888-8888
FAX: 888-888-8888
WWW.AVCONINC.COM

Professional Seal
I, the undersigned, being a duly Licensed Professional Engineer in the State of Florida, do hereby certify that I am the author of the design and content of the drawings herein and that I am a duly Licensed Professional Engineer in the State of Florida, License No. 10000.

PROFESSIONAL SEAL

**TAXIWAY E
EXTENSION AND
OBSTRUCTION
REMOVAL**

**KISSIMMEE
GATEWAY AIRPORT
KISSIMMEE, FLORIDA**

**GRADING PLAN AND
PROFILE (SHEET 3
OF 8)**

ATTENTION:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE FLORIDA DEPARTMENT OF REVENUE AND TAXES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE FLORIDA DEPARTMENT OF REVENUE AND TAXES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE FLORIDA DEPARTMENT OF REVENUE AND TAXES.

SCALE (US SVY FT): GRAPHIC

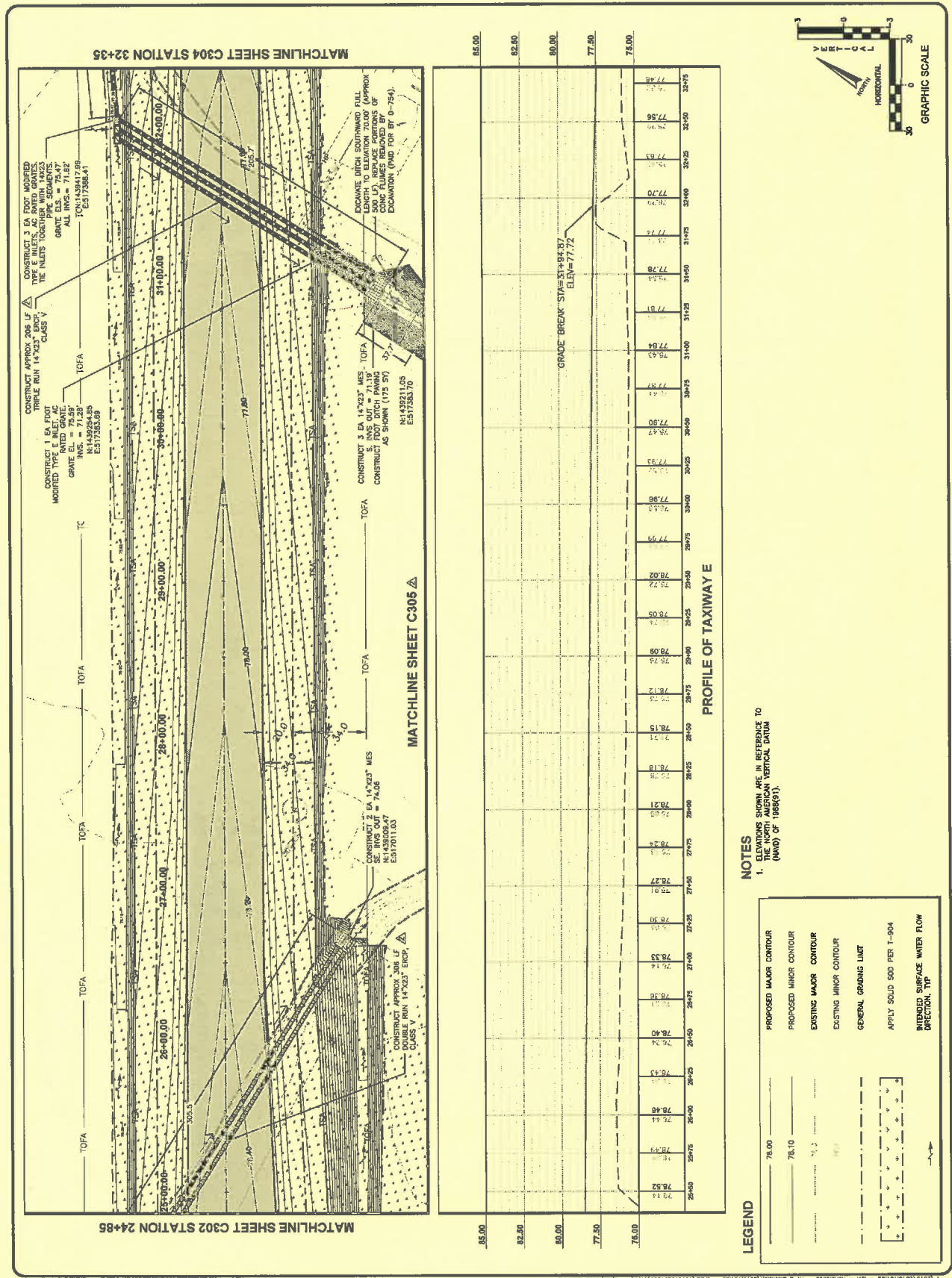
NO.	DATE	BY	DESCRIPTION
1	03/28/22	RDH	ADDENDUM #1
2	04/07/22	RDH	ADDENDUM #2

DESIGNED BY: RDH
DRAWN BY: RDH
CHECKED BY: JAK
APPROVED BY: SS
DATE: MARCH 2022

FOOT FIN NO. 438441-2
FAA AIP NO. 3-12-0038-042-2022
AVCON PROJECT NO. 2016.161.02
CAUD 161610304C303

**DRAWING
C303**

SHEET 42 OF 140





KISSIMMEE
AIRPORT
Authority to the people of central Florida



AVCON, INC.
ENGINEERS
1801 E. LAKESHORE BLVD., SUITE 200, ORLANDO, FL 32807
407.261.1111
WWW.AVCONINC.COM

This seal shall be used only when the seal is used by the professional engineer or architect who is responsible for the design and construction of the project. It shall not be used for any other purpose.

PROFESSIONAL SEAL

**TAXIWAY E
EXTENSION AND
OBSTRUCTION
REMOVAL**

**KISSIMMEE
GATEWAY AIRPORT
KISSIMMEE, FLORIDA**

**GRADING PLAN AND
PROFILE (SHEET 5
OF 8)**

THIS DOCUMENT CONTAINS INFORMATION THAT IS UNCLASSIFIED AND IS NOT TO BE RELEASED TO THE PUBLIC. IT IS THE PROPERTY OF THE AIRPORT AUTHORITY AND IS TO BE KEPT IN CONFIDENTIALITY. IT IS TO BE USED ONLY FOR THE PROJECT FOR WHICH IT WAS PREPARED. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE AIRPORT AUTHORITY.

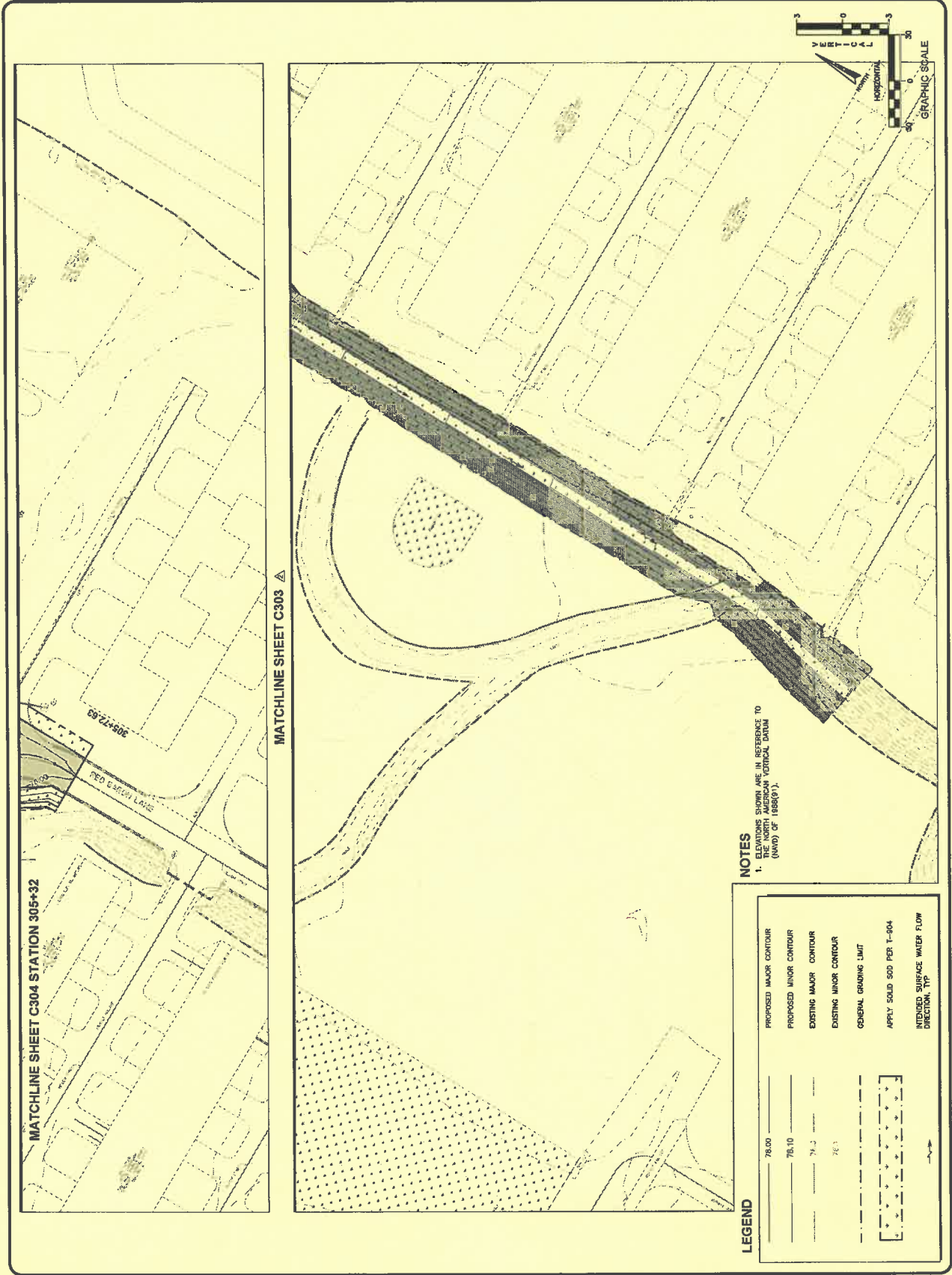
SCALE (US SVY FT): GRAPHIC

NO.	DATE	BY	DESCRIPTION
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DESIGNED BY: RDH
 DRAWN BY: RDH
 CHECKED BY: JAK
 APPROVED BY: SS
 DATE: MARCH 2022

FDOT FM NO. 439441-2
 FAA AIP NO. 3-12-0038-042-2022
 AVCON PROJECT NO. 2016.161.02
 CADD 1016102040C305

**DRAWING
C305**
 SHEET 44 OF 443



**KISSIMMEE GATEWAY AIRPORT
City Bid No: IFB2022-003**

ADDENDUM NUMBER THREE (FINAL)

TO THE

**BID PACKAGE
DATED MARCH 2022**

FOR

**TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL
FAA AIP # 3-12-0038-042-2022
FDOT FM # 438441-2**

**401 Dyer Boulevard
Kissimmee, Florida 34741**

**The Documents Covering the Above Described Work
Were Prepared By:**

**AVCON, INC.
5555 East Michigan Street, Suite 200
Orlando, Florida 32822-2779
(Tel) 407.599.1122
(Fax) 407.599.1133**

ADDENDUM NO. 3 – DATE: APRIL 8, 2022

Note: The bidder shall acknowledge receipt of this Addendum on the Bid Form, Page BF-3, in the space provided.

ADDENDUM NUMBER 3 (FINAL)

Kissimmee Gateway Airport Taxiway E Extension (24 End) and Obstruction Removal April 8, 2022

Notice to Bidders: The following items, whether clarifications, corrections, additions, deletions, and/or revisions to the above-referenced project, are incorporated into the contract documents currently advertised for bidding.

CHANGES TO PROJECT MANUAL

1. **Bid Schedule A1** – Removed Pay Item L-108-4 as follows:

6	L-108-4	Filter Optic Cable (FOC) Single Mode 24 Strand OSP for ALCS	1	AL	\$0.00	\$0.00
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Bid Schedule A1 is reissued with Addendum 3.

2. **Bid Schedule C** – Changed Pay Item L-109-1 Lump Sum to add Allowance as follows:

2	L-109-1	Airfield Lighting Control System Modifications: Vendor	1	AL	\$30,000.00	\$30,000.00
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Bid Schedule C is reissued with Addendum 3.

3. **Specification L-109 “AIRPORT TRANSFORMER VAULT AND VAULT EQUIPMENT”** – Revised Pay Items L-109-1 and L-109-2, as follows:

Item L-109-1 Airfield Lighting Control System Modifications: Vendor -- Allowance (AL)

Payment shall be made at the contract unit price to enable the Contractor to obtain, all necessary equipment, specialty materials and technical support from the OEM for the ALCS modifications. The Contractor will utilize the OEM ALCS furnished materials and will pay for the ALCS components within the allowance included in the bid documents (including sales tax). ALCS modifications shall also include updating the ALCS Airport Graphic to include TW E geometric modifications. Documentation, meeting time and commissioning of the ALCS are also included. **Please coordinate with Joe Lee at Rural Electric – (480) 850-3570.**

Item L-109-2 Airfield Lighting Control System Modifications: Contractor -- Lump Sum (LS)

Payment shall be made at the contract unit price to include all coordination, materials, labor, supervision, escort and all incidentals required to install the OEM furnished materials and to modify the existing Airfield Lighting Control System (ALCS) including the L-821 control panel modifications in the Air Traffic Control Tower (ATCT), interconnection of the existing tower, vault computers and new Constant Current Regulators (CCR) and monitors, **change existing CCRs from 3-step to 5-step**, provide and install all controls and monitoring and all modifications necessary for a complete and operational Airfield Lighting Control System to provide a fully functional system in accordance with the Contract Documents.

Specification L-109 is not reissued with this Addendum..

4. **Specification SP-109S-16990 "Allowances"** – Specification SP-109S-16990 is added and issued with this Addendum.
5. **Specification L-125 "INSTALLATION OF AIRPORT LIGHTING SYSTEMS"** – Revised Pay Items L-125-1 thru L-125-4, as follows:

Item L-125-1	L-858(L) Sign – Single/Double Face, LED, Size 1 - 3 Module L-858(L) Y,R,L sign, size 1 with LED installed on a concrete base with a L-867B 24" deep light base, with 1/2" thick galvanized steel cover plate and gasket, properly sized L-830 transformer(s), L-823 connectors, and all incidentals. Align and level as required.	-- per Each (EA)
Item L-125-2	L-858(L) Sign – Single/Double Face, LED, Size 2 - 1 Module L-858(L) Y,R,L sign, size 2 with LED installed on a concrete base with a L-867B 24" deep light base, with 1/2" thick galvanized steel cover plate and gasket, properly sized L-830 transformer(s), L-823 connectors, and all incidentals. Align and level as required.	-- per Each (EA)
Item L-125-3	L-858(L) Sign – Single/Double Face, LED, Size 2 - 2 Module L-858(L), Y,R,L sign, size 2 with installed on a concrete base with a L-867B 24" deep light base, with 1/2" thick galvanized steel cover plate and gasket, properly sized L-830 transformer(s), L-823 connectors, and all incidentals. Align and level as required.	-- per Each (EA)
Item L-125-4	L-858(L) Sign – Single/Double Face, LED, Size 2 - 3 Module L-858(L) Y,R,L sign, size 2 with LED installed on a concrete base with a L-867B 24" deep light base, with 1/2" thick galvanized steel cover plate and gasket, properly sized L-830 transformer(s), L-823 connectors, and all incidentals. Align and level as required.	-- per Each (EA)

Specification L-125 is not reissued with this Addendum..

CHANGES TO DRAWINGS

1. **Drawing E401 "EXISTING ALCS FIBER OPTIC CABLE ROUTE"** – Note was added to clarify existing conditions. Drawing E401 is reissued with this Addendum.
2. **Drawing EV04 "AIRFIELD LIGHTING VAULT EQUIPMENT LAYOUT PLAN"** – Notes were added to clarify existing and proposed conditions. Drawing EV04 is reissued with this Addendum.
3. **Drawing EV10 "EXISTING AIRFIELD LIGHTING CONTROL SYSTEM – NARRATIVE"** – Revised notes to clarify ALCS modifications. Drawing EV10 is reissued with this Addendum.
4. **Drawing EV11 "EXISTING AIRFIELD LIGHTING CONTROL SYSTEM (ALCS) (SHEET 1 OF 3)"** – Notes were revised to clarify existing and proposed conditions. Drawing EV11 is reissued with this Addendum.

5. **Drawing EV12 – “EXISTING AIRFIELD LIGHTING CONTROL SYSTEM (ALCS) (SHEET 2 OF 3)”** – Notes were revised to clarify existing conditions. Drawing EV12 is reissued with this Addendum.
6. **Drawing EV13 “EXISTING AIRFIELD LIGHTING CONTROL SYSTEM (ALCS) (SHEET 2 OF 3)”** – Notes were revised to clarify existing conditions. Drawing EV13 is reissued with this Addendum.

CLARIFICATION ITEMS

1. **Specification Items P-101 and P-151** - It is the intent of the design for contractors to utilize existing asphalt and concrete pavements, and concrete building foundations as stabilizer materials for P154 subbase and shoulders, and as P152 backfill for embankments, where needed. The exact methods of milling, crushing, grinding, pulverizing, triturating, or levigating, and then mixing and/or otherwise making these items ready for use as P154 or P152, is up to the contractor and their laboratory. For the P-151 clearing and grubbing pay item, all other building materials intended to be demolished (trees, vegetation, septic tanks, drain fields, miscellaneous utilities, above ground structures, etcetera) and considered unsuitable for use or re-use in the work, shall be removed from the site after inspection by the RPR and legally disposed. While the Airport does keep stockpiles of materials at various locations, there are no stockpiles of material available to the contractor for use on this project, except for the existing materials lying within the immediate project site limits of work which are identified to be demolished. Excess materials (ie milled, crushed, pulverized, ground asphalt, concrete, or a mixture resulting from P101 or P151) which are considered by the RPR to be clean, suitable, re-usable, and **not** needed or used in the work, will become the property of the Airport. The excess materials stockpile location is near the fence work located on Drawing C701. The material if available, will be spread so as not to create hazards to air navigation at the direction of the RPR, Engineer, and Airport.

QUESTIONS FROM BIDDERS

1. In regard to this project, pay item **L-109-1 Airfield Lighting Control System Modifications: Vendor, per plan states** - “CONTRACTOR SHALL COORDINATE WITH ALCS MANUFACTURE TO UPDATE THE GRAPHIC DISPLAY TO REPRESENT THE MODIFICATIONS TO, AND EXTENSIONS OF, TW E...”. As all necessary Components/Programming are proprietary/sole source for the control system, they will need to be procured outside of this AIP Funded Project per AIP Guidelines, AIP Handbook 5100-38D Change 1, 3-36 Limited Noncompetitive Proposal Situations (ALCMS Modifications...). All hardware/software/interface/proprietary components required to integrate existing and proposed materials shall be included with the procurement outside of the AIP Funded Project.

Response: Pay item L-109-1 was revised from a Lump Sum (LS) unit to an Allowance (AL). Specification SP-109S-16990 is also being issued in this Addendum. Please reference attached drawings for further clarification.

2. Bid Form page BF-10: Please advise “subcontractors” referred in the Disadvantaged Business Enterprise data form can be interpreted as a “supplier” of material (precast or Pipes) as well as “subcontractor” who will furnish and install the material?

Response: Yes, as long as “supplier” is a certified DBE pursuant to 49 CFR 26. Please go to www.faa.gov and www.fdot.gov for more information.

3. Bid Form page BF-10: Please confirm if dollar value of material supplied by a DBE vendor will be contributed 100% toward the DBE goal. Or supplier only gets contributed to 60%?

Response: The percentage will be counted based on the proposed dollars bid to be paid to each certified DBE in question divided by the total dollars bid to be paid to the successful bidder, for each proposed certified DBE to be utilized on the contract. The form requires bidders to add up the dollars for each classification, and then perform the division.

4. Bid Form page BF-13: Please clarify if “Disadvantaged Business Unavailability Certification” needs to be completed by each DBE company unable to prepare a bid? We will be reaching out to multiple companies to achieve the DBE goal and based on the past experience many of the qualified DBE may not bid the project. In the past there were instances where 30+ companies did not bid or were unable to bid due to variety of reasons. It is unlikely that bidder will be to have this form completed and signed by each DBE vendor who is unable to submit the bid. Contractor proposes to provide a summary list with name, contact, type of work of DBE who were unavailable / unable to bid.

Response: The contractor’s proposed multiple unavailable DBE listing will work. However, at least one signed BF-13 and BF-14 must be submitted referencing the attached listing. The multiple detail forms can be sent in later by the successful bidder awarded the contract, as necessary and applicable.

5. What is the last day to submit the questions?

Response: Tuesday, April 5, 2022, 5 pm local time.

6. Guidance Sign base cans are listed as L867D in the L-125 Pay Item Description (L-124-4) but are listed as L867B in the sign detail, E508. What is preferred?

Response: Pay items L-125-1, L-125-2, L-125-3, and L-125-4 were revised to state L867B cans.

7. Project Manual, General Provisions Section 70, 70-21 Insurance Requirements states that the “contractor shall meet the insurance requirements as detailed in other sections of the contract documents.” In reviewing the coverages listed in the Supplemental General Provisions Part 1A, it refers the Contractor back to Section 70 stating, “The amounts of such insurance shall be as detailed in Section 70, and pursuant to local ordinances.” No insurance limits or additional details are provided in the Project Manual. It is unclear what the Owner is requiring the Contractor to carry for insurance for this project. Please provide clarification.

Response: Federal contract requirements and grant assurances delegate the amounts of insurance coverages down to the State and Local laws and ordinances as minimums. The bidder shall check the current City of Kissimmee website for contractor registration certification insurance minimums to compare to those below. The higher of the minimums will prevail.

Supplemental General Provisions, Part 1A Section 70, Supplement to Paragraph 70-11
RESPONSIBILITY FOR DAMAGE CLAIMS is updated as follows:

The Contractor shall not commence work under this contract until he has obtained the following required insurance and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all the insurance required of the subcontractor has been obtained and approved. Prior to the commencement of work hereunder, the Contractor shall furnish to the Owner and Engineer certification that the above insurance requirements have been met. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Owner in such insurance shall not be effective until ten (10) days after written notice thereof to the owner and the Engineer. The Contractor shall indemnify and save harmless the Engineer and the Owner and their officers, and employees from all suits actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his/her contract as may be considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, his/her surety may be held until such suit(s), action(s), or claim(s) for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

- (a) **Compensation Insurance.** The Contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all his employees at the site of the project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation Statute, the Contractor shall provide and cause each subcontractor to provide adequate insurance for the protection of his employees not otherwise protected.
- (b) **Contractor's Public Liability and Property Damage Liability Insurance.** The Contractor shall take out and maintain regular Contractor's Public Liability and Property Damage Liability Insurance that will protect him from claims for damage for personal injury, including accidental death, as well as from claims for property damage that may arise from operations under this contract, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly

employed by either of them. The minimum amounts of such insurance shall be the greater of that as required by Local Ordinance and as follows:

- (1) Contractors' public liability insurance including automobile liability in an amount not less than **\$300,000** for injuries, including wrongful death to any one person and subject to the same limit for each person in an amount not less than **\$1,000,000** for injuries including wrongful death to more than one person in any one occurrence.
 - (2) Contractors' property damage liability insurance in an amount not less than **\$50,000** for damages on account of any one occurrence and in an amount not less than **\$100,000** for damages on account of all occurrences.
 - (3) Contractors' automobile property damage liability insurance in an amount not less than **\$100,000**.
- (c) Contingent Liability. The above policies for comprehensive liability and property damage insurance must be so written as to include contingent liability and contingent property damage insurance to protect the Contractor against claims arising from the operation of subcontractors.
- (d) Contractual Liability. To recognize and hold harmless the requirements of this contract.
- (e) Builder's Risk. The Contractor shall secure and maintain during the term of this contract, builder's risk insurance to include but not limited to fire, lightning, extended coverage, vandalism and malicious mischief, in the amount of the project value or greater.

ATTACHMENTS

- Bid Schedule A1 (Excel version provided in email)
- Bid Schedule C (Excel version provided in email)
- Specification SP-109S-16990
- Reissued Drawings E401, EV04, EV10, EV11, EV12, EV13

END OF ADDENDUM NO. 3 (FINAL)

No further Addenda will be issued.



KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL

CONTRACTOR:

BID SCHEDULE A1 - AIRFIELD ELECTRICAL - FAA NON-ELIGIBLE

INDEX	PAY ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	LINE TOTAL
1	L-104-1	Temporary Power & Temporary Airfield Lighting/Signage/Navigational Facilities	1	LS	\$0.00	\$0.00
2	L-105-1	Electrical Demolition	1	LS	\$0.00	\$0.00
3	L-108-1	1/C L-824-Type C Unshielded 8 AWG 5 KV Stranded Copper Cable, installed in Duct or Conduit	30000	LF	\$0.00	\$0.00
4	L-108-2	1/C 2 AWG Copper Counterpoise Wire, installed over cable, duct or conduit	6650	LF	\$0.00	\$0.00
5	L-108-3	0.75" Diameter By 10.00' Long Copper Clad Steel Sectional Ground Rod	240	EA	\$0.00	\$0.00
6	L-110-1	1 Way 2" Schedule 40 PVC Direct Earth Buried Duct	3800	LF	\$0.00	\$0.00
7	L-110-2	2 Way 2" Schedule 40 PVC Direct Earth Buried Duct	550	LF	\$0.00	\$0.00
8	L-110-3	3 Way 2" Schedule 40 PVC Direct Earth Buried Duct	50	LF	\$0.00	\$0.00
9	L-110-4	4 Way 2" Schedule 40 PVC Direct Earth Buried Duct	350	LF	\$0.00	\$0.00
10	L-110-5	6 Way 2" Schedule 40 PVC Direct Earth Buried Duct	300	LF	\$0.00	\$0.00
11	L-110-6	8 Way 2" Schedule 40 PVC Direct Earth Buried Duct	350	LF	\$0.00	\$0.00
12	L-110-7	2 Way 4" Schedule 40 PVC Direct Earth Buried Duct	150	LF	\$0.00	\$0.00
13	L-110-8	1 Way 2" Schedule 40 PVC Concrete Encased Duct	150	LF	\$0.00	\$0.00
14	L-110-9	2 Way 2" Schedule 40 PVC Concrete Encased Duct	500	LF	\$0.00	\$0.00
15	L-110-10	4 Way 2" Schedule 40 PVC Concrete Encased Duct	100	LF	\$0.00	\$0.00
16	L-110-11	8 Way 2" Schedule 40 PVC Concrete Encased Duct	150	LF	\$0.00	\$0.00
17	L-110-12	1 Way 4" Split Duct	200	LF	\$0.00	\$0.00
18	L-115-1	Junction Can Plaza - Two L-867D Cans	4	EA	\$0.00	\$0.00
19	L-115-2	Junction Can Plaza - Two L-867E Cans	3	EA	\$0.00	\$0.00
20	L-115-3	Junction Can Plaza - Eight L-867D Cans	2	EA	\$0.00	\$0.00
21	L-125-1	L-858(L) Sign - Single/Double Face, LED, Size 2 - 1 Module	2	EA	\$0.00	\$0.00
22	L-125-2	L-858(L) Sign - Single/Double Face, LED, Size 2 - 2 Module	2	EA	\$0.00	\$0.00
23	L-125-3	L-858(L) Sign - Single/Double Face, LED, Size 2 - 3 Module	8	EA	\$0.00	\$0.00



KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL
(continued)

CONTRACTOR: 0

BID SCHEDULE A1 - AIRFIELD ELECTRICAL - FAA NON-ELIGIBLE

INDEX	PAY ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	LINE TOTAL
24	L-125-4	L-852D(L) MIRL Runway Edge Light – Clear/Clear (N)	2	EA	\$0.00	\$0.00
25	L-125-5	L-861T(L) Omnidirectional, Blue, LED, Taxiway Edge Light (N)	2	EA	\$0.00	\$0.00
26	L-125-6	L-861T(L) Omnidirectional, Blue, LED, Taxiway Edge Light (T)	59	EA	\$0.00	\$0.00
27	L-125-7	Field Lightning Arrestor Assembly	3	EA	\$0.00	\$0.00

SUB-TOTAL BID SCHEDULE A1 (WRITTEN IN NUMERALS) \$0.00

SUB-TOTAL BID SCHEDULE A1 (WRITTEN IN WORDS):



KESSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL

CONTRACTOR:

BID SCHEDULE C - MOBILIZATION AND ELECTRICAL VAULT WORK ITEMS - FAA ELIGIBLE

INDEX	PAY ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	LINE TOTAL
1	L-104-1	Temporary Power & Temporary Airfield Lighting/Signage/Navigational Facilities	1	LS	\$0.00	\$0.00
2	L-109-1	Airfield Lighting Control System Modifications: Vendor	1	AL	\$30,000.00	\$30,000.00
3	L-109-2	Airfield Lighting Control System Modifications: Contractor	1	LS	\$0.00	\$0.00
4	L-109-3	Airfield Electrical Vault Modifications	1	LS	\$0.00	\$0.00
5	L-109-4	Short Circuit/Coordination/Device Evaluation/Arc Flash Analysis	1	LS	\$0.00	\$0.00
6	L-109-5	7.5kW, L-828 Constant Current Regulator - 3 Step - 240V	1	EA	\$0.00	\$0.00

MOBILIZATION ITEMS

INDEX	PAY ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	LINE TOTAL
7	C-100-1	Contractor Quality Control Program (CQCP)	1	LS	\$0.00	\$0.00
8	C-102-1	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	1	LS	\$0.00	\$0.00
9	C-102-2	Dewatering	1	LS	\$0.00	\$0.00
10	P-100-1	Construction Survey	1	LS	\$0.00	\$0.00
11	C-105-1	Mobilization (Limited to 10%)	1	LS	\$0.00	\$0.00
12	C-105-2	Construction Safety & Phasing Plan (CSPP)	1	LS	\$0.00	\$0.00

SUB-TOTAL BID SCHEDULE C (WRITTEN IN NUMERALS) \$30,000.00

SUB-TOTAL BID SCHEDULE C (WRITTEN IN WORDS):

ITEM SP-109S-16990 ALLOWANCES

I. RELATED DOCUMENTS

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

II. SUMMARY

1. This Section includes administrative and procedural requirements governing allowances.
2. All applicable allowances are listed on the Bid Form and contained with the noted specification.

III. SELECTION AND PURCHASE

1. At the earliest practical date after award of the Contract, advise the Engineer of the date when the final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
2. At the Engineer's request, obtain proposals for each allowance item for use in making final selections. Include recommendations that are relevant to performing the Work.
3. Purchase products and systems selected by the Engineer from the designated supplier(s).

IV. SUBMITTALS

1. Submit proposals for purchase of products or systems included in allowances.
2. Submit invoices or delivery slips to show the actual services provided or quantities of materials delivered to the site for use in fulfillment of each allowance.

V. ALLOWANCES

1. Use the allowance only as directed for the Owner's purposes and only with the Engineer's written permission that indicate amounts to be charged to the allowance.
2. The Contractor's related costs in support for the allowance items and for products and equipment ordered by the Owner under the allowance including delivery, installation, taxes, insurance, equipment rental, and similar costs shall be considered an incidental part of the Contractors support pay item.

3. Allowance pay items are direct pass through invoices from the specified vendor, to contractor(s) to Owner. The contractor is not allowed any mark up or profit on the allowance pay items. The selected vendor shall detail the scope and work performed on the invoices.
4. Change Orders authorizing use of funds from the allowance shall include Contractor's related costs but shall not include overhead and profit margins, which shall be included in the Contractor's Base Bid allowance support pay item.

VI. UNUSED ALLOWANCES

1. At Project close-out, credit all unused allowance monies to the Owner by Change Order.

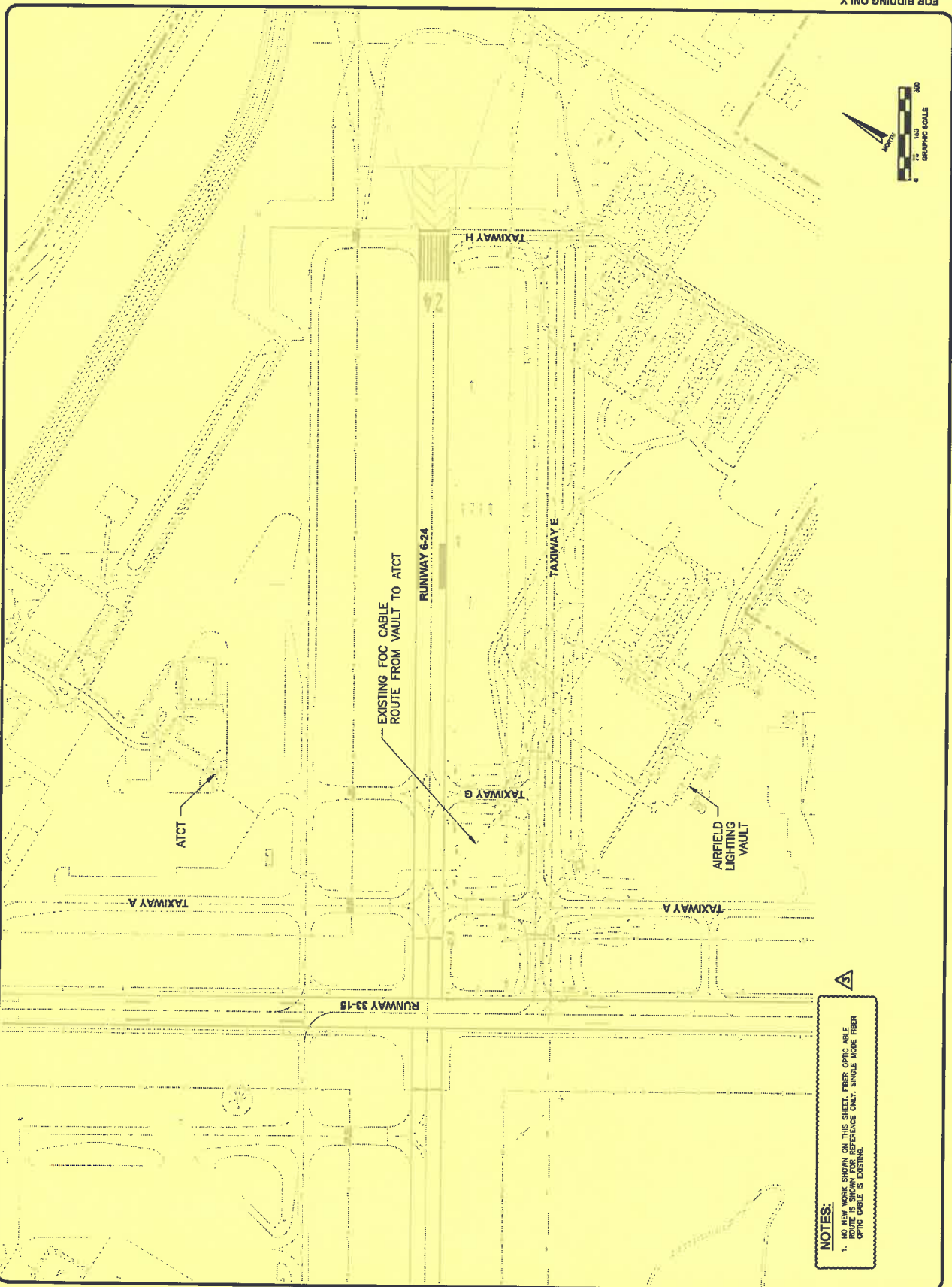
VII. EXAMINATION

1. Examine products covered by an allowance promptly upon delivery for damage or defects. Report findings to Engineer in writing.

VIII. PREPARATION

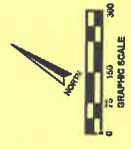
1. Coordinate services, materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

END OF ITEM SP-109S-16990



NOTES:

1. NO NEW WORK SHOWN ON THIS SHEET. FIBER OPTIC CABLE ROUTE SHOWN FOR REFERENCE ONLY. SINGLE MODE FIBER OPTIC CABLE IS EXISTING.



KISSIMMEE AIRPORT
AUTHORITY

AVCON, INC.
10000 W. STATE ROAD 10
SUITE 100
KISSIMMEE, FL 34741
TEL: 888-888-8888
WWW.AVCON.COM

This plan has been digitally signed and sealed by
AVCON, INC. (AVCON) and sealed by
Professional Engineer (PE) and Professional Surveyor (PS)
and the signature shall be verified on any electronic system.

PROFESSIONAL SEAL

**TAXIWAY E
EXTENSION AND
OBSTRUCTION
REMOVAL**

**KISSIMMEE
GATEWAY AIRPORT
KISSIMMEE, FLORIDA**

**EXISTING ALCS
FIBER OPTIC CABLE
ROUTE**

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SCALE (US SVY FT): GRAPHIC

NO.	DATE	BY	DESCRIPTION
1	03/27/22	RON	ADDENDUM #1
2	04/07/22	RON	ADDENDUM #2
3	04/28/22	SH	ADDENDUM #3

DESIGNED BY: KWC
DRAWN BY: KWC
CHECKED BY: MAG
APPROVED BY: SS
DATE: MARCH 2022

FDOT FM NO. 438441-2
FAA AIP NO. 3-12-0038-042-2022
AVCON PROJECT NO. 2016.191.02
CADD 1616102103E401

**DRAWING
E401**

SHEET 103 OF 140

FOR BIDDING ONLY



AIRFIELD LIGHTING VAULT EQUIPMENT LAYOUT PLAN

[illegible]

MOUNTING NOTE:

WHERE 4-EASY EQUIPMENT IS MOUNTED ON A STUD WALL, PROVIDE A GALVANIZED STEEL CHANNEL FRAME FOR MOUNTING EQUIPMENT. FRAME SHALL BE SECURELY ATTACHED TO FLOOR, OVER-HEAD STRUCTURE AND THE STUD

CONSTANT CURRENT REGULATOR (CCR) NOTES:

- [illegible]

MANUFACTURER: AOS AIRFIELD SOLUTIONS (AOS) OR ACCEPTED EQUIVALENT

1

ATTENTION:

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SCALE (US SWY FT): GRAPHIC		
REVISIONS:		
NO.	DATE	BY DESCRIPTION
1	03/28/22	RDH ADDENDUM #1
2	04/01/22	RDH ADDENDUM #2
3	04/08/22	SH ADDENDUM #3

DESIGNED BY:	KWC
DRAWN BY:	KWC
CHECKED BY:	MAG
APPROVED BY:	SS
DATE:	MARCH 04/20

FDOT FM NO.	438441-2
FAA AIP NO.	3-12-0038-042-2022
AVCON PROJECT NO.	2016.181.02
CADD	1618102131EV04

1616102
DRAWING
EV04

SHEET 131 OF 160

FOR BIDDING ONLY

 **KISSIMMEE AIR AND GAS**
Quality • Integrity • Service



ALCON, INC.
ALCON LABORATORIES, INC.
500 N. W. ACACIA BLVD., SUITE 300 • ORLANDO, FLA. 32703
TEL: 407/271-1000 • FAX: 407/271-1001
COMPANY CREDIT ADVISORY: ALCON IS AN EQUAL OPPORTUNITY EMPLOYER

www.alcon.com

This firm has been regularly audited and accepted by the American Institute of Certified Public Accountants (AICPA) as a member firm. It is not an independent member of the AICPA. The AICPA is not responsible for the audit results of this firm or its subsidiaries.

PROFESSIONAL SEAL

TAXIWAY E EXTENSION AND OBSTRUCTION REMOVAL KISSIMMEE GATEWAY AIRPORT KISSIMMEE, FLORIDA	AIRFIELD LIGHTING VAULT EQUIPMENT LAYOUT PLAN
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KISSIMMEE AIRPORT AUTHORITY
A Division of the State of Florida



ALCON, INC.
A Division of Alcon Laboratories, Inc.
10000 North Central Expressway
Orlando, Florida 32817
www.alcon.com

This seal has been digitally signed and sealed by
KISSIMMEE AIRPORT AUTHORITY, FL 32817
and its digital signature is verified by the
KISSIMMEE AIRPORT AUTHORITY, FL 32817

PROFESSIONAL SEAL

TAXIWAY E
OBSTRUCTION AND
REMOVAL
KISSIMMEE
GATEWAY AIRPORT
KISSIMMEE, FLORIDA

EXISTING AIRFIELD
LIGHTING CONTROL
SYSTEM -
NARRATIVE

THIS DOCUMENT CONTAINS INFORMATION AND RECOMMENDATIONS THAT ARE THE PROPERTY OF KISSIMMEE AIRPORT AUTHORITY. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KISSIMMEE AIRPORT AUTHORITY.

SCALE (US SVY FT): GRAPHIC

NO.	DATE	BY	DESCRIPTION
1	03/28/22	RDR	ADDENDUM #1
2	04/07/22	RDR	ADDENDUM #2
3	04/20/22	SK	ADDENDUM #3

DESIGNED BY: KWC

DRAWN BY: KWC

CHECKED BY: MAG

APPROVED BY: SS

DATE: MARCH 2022

FDOT FM NO. 438441-2

FAA AIP NO. 5-12-0038-043-0022

AVCON PROJECT NO. 2016.181.02

CADD 1616102137EY10

DRAWING
EV10

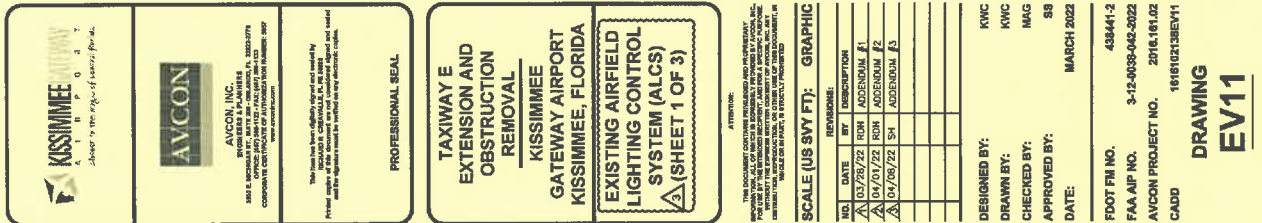
SHEET 137 OF 140

AIRFIELD LIGHTING CONTROL SYSTEM
MODIFICATIONS NARRATIVE

- THIS PROJECT SHALL INCLUDE THE MODIFICATION OF AN EXISTING CONNECTIVE CABLE SOLUTIONS ARE BEING USED TO PROVIDE A SYSTEM ALCS.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE SUCCESSFUL MODIFICATIONS OF THE ALCS.
- ALL MATERIALS, LABOR, TRANSPORTATION, SUPERVISION, VENDOR COORDINATION, AND ALL OTHERS NECESSARY TO COMPLETION SHALL BE SHOWN IN THE CONTRACT DOCUMENTS AND AS REQUIRED TO PROVIDE A COMPLETE AND FULLY FUNCTIONAL ALCS IN ACCORDANCE WITH THE CONTRACTOR DIVISION OF WORK BETWEEN CONTRACTOR AND OWNER. THE MODIFICATIONS DESCRIBED BELOW IS SUBJECT TO CONNECTIONS.
- THE CONTRACTOR SHALL IMPROVE THE EXISTING ALCS AND JSM EQUIPMENT FOR PROPER OPERATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER OPERATION OF THE EXISTING EQUIPMENT WHILE CONNECTIONS IS ON SITE. ALL TYPICAL TYPE CABLES SHALL ALSO HAVE THE OPTION TO CONTRACT WITH THE CONTRACTOR FOR ANY REPAIRS. SELECTION SHALL BE DETERMINED BY THE OWNER.
- THE CONTRACTOR SHALL CONTRACT WITH CONNECTIVE CONTROL. ALL WORK SHALL BE IN ACCORDANCE WITH CONNECTIVE CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER OPERATION OF THE ALCS EQUIPMENT. THE CONTRACTOR SHALL CHECK OUT AND TEST THE EQUIPMENT TO BE MODIFIED. THE CONTRACTOR SHALL PROVIDE THE ELECTRICAL CONTACT INFORMATION.
- INSTALL A 7 CONDUCTOR 18 AWG COPPER TO CABLE BETWEEN THE NEW EQUIPMENT AND THE EXISTING EQUIPMENT. THE CONTRACTOR SHALL TERMINATE CABLES AT THE CSR USING THE EXISTING COLOR CODE FOR ALL EXISTING CORE FOR CONSISTENCY. THE COLOR CODE SHALL BE: 1. BROWN, 2. RED, 3. WHITE, 4. BLUE, 5. GREEN, 6. YELLOW, 7. PURPLE. THE CONTRACTOR SHALL PROVIDE THE EXISTING EQUIPMENT TO THE GROUNDING CONDUCTOR. CONNECTIVES SHALL TERMINATE THE BROWN, RED, WHITE, BLUE, GREEN, YELLOW, AND PURPLE CABLES TO THE EXISTING EQUIPMENT. THE CONTRACTOR SHALL PROVIDE THE EXISTING EQUIPMENT TO THE GROUNDING CONDUCTOR. CONNECTIVES SHALL TERMINATE THE BROWN, RED, WHITE, BLUE, GREEN, YELLOW, AND PURPLE CABLES TO THE EXISTING EQUIPMENT. THE CONTRACTOR SHALL PROVIDE THE EXISTING EQUIPMENT TO THE GROUNDING CONDUCTOR. CONNECTIVES SHALL TERMINATE THE BROWN, RED, WHITE, BLUE, GREEN, YELLOW, AND PURPLE CABLES TO THE EXISTING EQUIPMENT.
- THE ACTUAL START OF THE ALCS MODIFICATIONS SHALL BE AT THE SOLE DISCRETION OF KISSIMMEE AIRPORT OPERATIONS.
- ALL WORK SHALL BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE WORK SHALL INCLUDE ALL MATERIALS, LABOR, TRANSPORTATION, SUPERVISION, AND ALL INCIDENTALS REQUIRED TO PROVIDE A COMPLETE AND FULLY FUNCTIONAL ALCS IN ACCORDANCE WITH THE CONTRACTOR DIVISION OF WORK BETWEEN CONTRACTOR AND OWNER. THE MODIFICATIONS DESCRIBED BELOW IS SUBJECT TO CONNECTIONS.

JOSEPH A. GRIFFIN ELECTRIC, INC.
900 EAST MAIN STREET, SUITE 2200
ORLANDO, FLORIDA 32801
(407) 800-0070

FOR BIDDING ONLY





KISSIMMEE AIRPORT AUTHORITY



AVCON, INC.
COMMERCIAL & PLANNING
10000 N. W. 10TH AVE., SUITE 100
FORT LAUDERDALE, FL 33304
TEL: 954.473.1100 FAX: 954.473.1101
WWW.AVCONINC.COM

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PROFESSIONAL SEAL

TAXIWAY E
EXTENSION AND
OBSTRUCTION
REMOVAL

KISSIMMEE
GATEWAY AIRPORT
KISSIMMEE, FLORIDA

EXISTING AIRFIELD
LIGHTING CONTROL
SYSTEM (ALCS)
(SHEET 2 OF 3)

THIS DOCUMENT CONTAINS MATERIALS AND INFORMATION THAT ARE UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. IT IS THE POLICY OF THE AIR FORCE TO MAKE AVAILABLE TO THE PUBLIC INFORMATION THAT IS NOT OTHERWISE RESTRICTED BY EXECUTIVE ORDER OR STATUTE. IT IS THE POLICY OF THE AIR FORCE TO MAKE AVAILABLE TO THE PUBLIC INFORMATION THAT IS NOT OTHERWISE RESTRICTED BY EXECUTIVE ORDER OR STATUTE.

SCALE (US SVY FT): GRAPHIC

NO.	DATE	BY	DESCRIPTION
1	03/23/22	RDR	ADDITION #1
2	03/23/22	RDR	ADDITION #2
3	04/23/22	ST	ADDITION #3

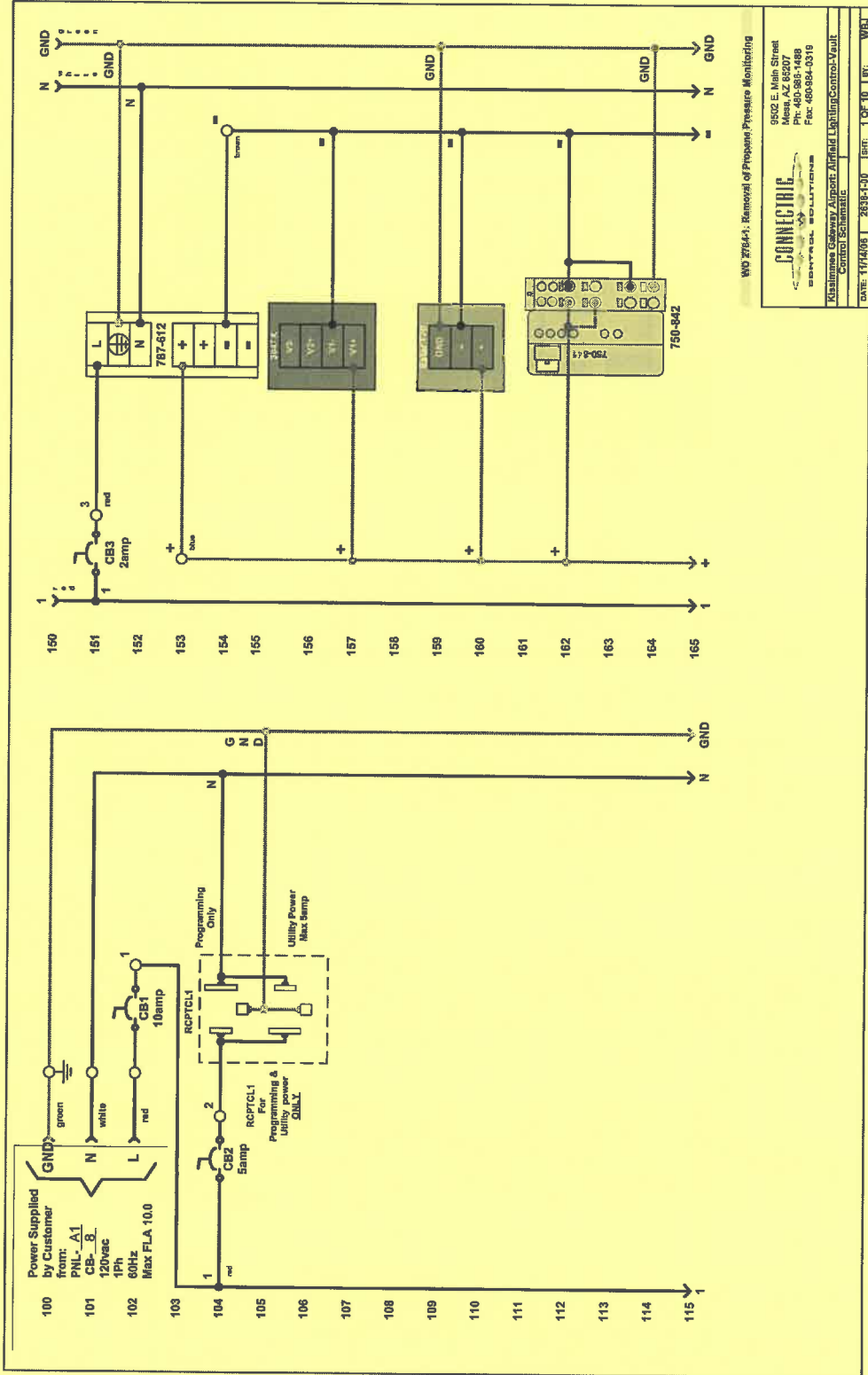
DESIGNED BY: KWC
DRAWN BY: KWC
CHECKED BY: MAG
APPROVED BY: SS
DATE: MARCH 2022

FOOT FIN NO. 438441-2
FAA AIP NO. 5-12-0008-043-2022
AVCON PROJECT NO. 2016.181.82
CAAD 1016102138EY12

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EV12

SHEET 130 OF 140



EXISTING PARTIAL AIRFIELD LIGHTING VAULT ALCS WIRING DIAGRAM

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KISSIMMEE GATEWAY AIRPORT
 TAXIWAY E EXTENSION (24 END)
 AND OBSTRUCTION REMOVAL

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FAA Advisory Circular A/C #150/5345-55A:
 "Lighted Visual Aid to Indicate Temporary Runway Closure"

FAA Advisory Circular A/C #150/5370-2G:
 "Operational Safety on Airports During Construction"

Geotechnical Report dated 7/20/2017

Asbestos Survey by Universal Engineering Sciences

Construction Safety and Phasing Plan (CSPP)

CONTRACT DOCUMENTS

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Bid Schedule B.....	BS
Bid Schedule C	BS
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END OF CONTENTS

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INVITATION TO BID

TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL

at

**KISSIMMEE GATEWAY AIRPORT
KISSIMMEE, FLORIDA
FAA AIP NO. 3-12-0038-042-2022
FDOT FM NO. 438441-2
BID NO. IFB2022-003**

Notice is hereby given that sealed bids for **TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL** will be received at the Kissimmee Gateway Airport, Kissimmee, Florida until **2:00 p.m.** local time on **Tuesday, April 12, 2022** at which time bids will be publicly opened and read aloud at the Kissimmee Gateway Airport, 401 Dyer Boulevard, Kissimmee, Florida 34741, office of the Director of Aviation.

Project Title

TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL

Project Description

The description of the proposed work includes but is not limited to the following:

- The construction of Taxiway Echo pavement, edge lighting, grading, marking, and relocation of navigational aids, as applicable. The Taxiway Echo pavement will be constructed pursuant to the most cost-effective method available based on the geotechnical testing results and other data collection. This project also includes a medium intensity taxiway lighting system, upgrading the system's constant current regulator, vault work, cable and duct markers, junction bases, ground rods, Airport Lighting Control System (ALCS) and other electrical items necessary to meet FAA standards.
- The removal of one or more existing hangar buildings and foundations, associated apron pavements, underground utilities, tanks, and other facilities which currently obstruct the proposed alignment and construction of the Taxiway Echo improvements.

..... pursuant to all applicable codes, FAA/FDOT standards, and the available project budget funds. The work may be divided into multiple bid schedules

Submit one (1) original and one (1) hardcopy, together with a USB drive, CD, or DVD with a scan of your entire signed complete bid price proposal, by the closing date and time in a sealed envelope with the bid title, FAA AIP and FDOT FM numbers clearly marked on the outside of the envelope. Bids received after the closing date and time will not be considered and will be returned to the bidder.

After **Sunday, March 13, 2022**, Bid Documents will be available electronically at no charge and may be obtained by contacting Sue Finney, Email: sfinney@avconinc.com Phone: (407) 599-1122. Hard copies will not be provided.

INV-1

AVCON, INC.

MARCH 2022

ADDENDUM NO. 1 – MARCH 25, 2022

KESSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

INVITATION TO BID

Bidders must be registered through AVCON, INC. to be eligible to submit a Bid for the project. A complete examination of the site, and understanding of the drawings and specifications contained in the Bid Documents is necessary in order for the Bidder to properly submit a Bid. The Bid Documents also include a detailed set of Instructions to Bidders. All Bids shall be prepared in accordance with the Instructions to Bidders. The failure to comply with any requirement contained in the Bid Documents may result in the rejection of the Bid as nonresponsive or a finding that the Bidder is not qualified for this Project.

All questions regarding Bid Documents should be addressed to AVCON, INC., attention Sue Finney at sfinney@avconinc.com. **Do not contact the Airport or the City.**

Bids must be submitted on an exact reproduction of the bid forms supplied, including any addenda which may be issued, in sealed envelopes plainly marked with the FAA AIP and FDOT Financial Management Numbers and Project Title in bold as specified above.

Each bid must be accompanied by a cashier's check or by a Bid Bond in the amount of five (5) percent of the Total Bid Price, to include all alternates.

If awarded the Contract, the Contractor shall provide a Performance Bond and Payment Bond satisfactory to the Owner, each to be in a sum of at least equal to the Total Bid Price.

The Owner reserves the right to waive any informalities or technicalities, to reject any or all Bids, or to re-advertise for Bids. Award, if made, will be to the responsible and qualified Bidder whose Bid is responsive to the invitation and is most advantageous to the Owner, price and other factors considered.

Liquidated damages for delay in completion of the contract will be in accordance with the Contract Documents. No Bid may be withdrawn after the scheduled Bid Closing time for a period of one hundred eighty (180) days.

All Bidders are hereby notified that they must comply with the Owner's most recently approved Minority/Disadvantaged Business Enterprise Program. Failure to comply with the Owner's Disadvantaged Business Enterprise Program will result in the Bid being unresponsive. For this project, the Owner has established a Contract Goal of 8.42 percent or good faith effort to achieve that goal, for minority/disadvantaged business enterprises, as defined in Section 288.703 Florida Statutes. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

The proposed contract is subject to the Buy American provisions under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990 and Title 49 U.S.C., Chapter 501. Details of such requirements are contained in the Contract Documents. The Contract is subject to the regulations and orders of the Secretary of Labor, OFCCP and FAR 152.61 and requires notices numbered (1) through (4), which can be found in the Contract Documents.

The Federal Contract Provisions are made a part of this contract whether physically bound to it or not, and are therefore incorporated by reference. The latest published version of the "Provisions for all Construction Contracts" shall govern. Bidders shall go to www.faa.gov for the latest information.

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

INVITATION TO BID

The Contract is subject to the State E-Verify requirements. 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."

All questions should be addressed in writing to AVCON, INC. attention Sue Finney at sfinney@avconinc.com. Site visits may be scheduled during the bidding period by contacting the Director of Aviation prior to bidding a minimum 24 hours in advance. It will be the responsibility of the contractor to provide transportation for any site visit.

The apparent low bidder will be announced based on the Total Bid Price equaling the addition of all the Bid Schedules and Alternates (if any). The contract will be awarded to a successful bidder based on a review of all bids received on all bid schedules and alternates in accordance with the contract documents. Bid Schedules or Alternates may or may not be awarded depending upon the available grant funds. The Owner reserves the right to award any combination of Bid Schedules/Alternates, or to reject all Bid Schedules/Alternates, or to reject any combination of Bid Schedules/Alternates, which are most advantageous to the Owner, price and all other factors considered, and as specified in accordance with the Contract Documents. The apparent low bidder, therefore, may not be the successful bidder, depending on the actual Bid Schedules and/or Alternates awarded.

Bidders shall submit a general one year project warranty certificate on workmanship and labor, in addition to any product, equipment, and/or materials-specific manufacturer's warranties prior to final payment.

Materials Requirements: No existing materials currently stockpiled on Airport or City property are available for the project. Bidders are notified that all materials required for construction shall be brought in from off Airport property or taken from strictly within the project limits of specified work area only, pursuant to the plans and specifications. *There are absolutely no stockpiled or other materials to be provided by the Airport for this project.* ***All materials are to be provided by the Contractor.*** Any unsuitable or unused materials generated by the project shall be hauled off of Airport property and legally disposed, or placed in designated areas as directed by the Airport and/or shown in the contract documents. The Airport shall have first right of refusal on all unused or excess materials. The Airport and Airport's authorized representative shall solely determine what materials are unsuitable.

As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is OSCEOLA County.

Director of Aviation, Kissimmee Gateway Airport, Florida

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INSTRUCTIONS TO BIDDERS

1. **DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS**

An amendment to Department of Transportation Regulation 49 CFR was published in the Federal Register on May 23, 1988, (53 Fed. Reg. 18285). The amendment, which became effective upon publication, requires compliance with the disadvantaged business (DBE) provisions of Subpart D of the regulations. The amendment was recently cancelled and re-issued as 49 CFR Part 26, under which this project falls.

A single DBE goal, rather than separate goals for minority and women-owned firms (MBE/WBE), shall be included in bid solicitations subject to Subpart D. As such, any references in this Contract Document to MBE and/or WBE shall be replaced with DBE.

2. **PUBLIC DISCLOSURE ACT FLORIDA HOUSE BILL NO. 93-76**

The contractor will be required to acquire all design and construction permits, including the NPDES and City of Kissimmee construction permits and pay all fees to each agency as required prior to the start of construction of this project, except the FAA On-Airport Construction Permit. The Owner's Engineer or Representative will procure the FAA construction permit.

3. **DESCRIPTION OF WORK**

The work identified in the Advertisement for Bids consists of Airport Construction to be performed by qualified contractors as follows:

The work includes but is not limited to:

TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL

The description of the proposed work includes but is not limited to the following:

- The construction of Taxiway Echo pavement, edge lighting, grading, marking, and relocation of navigational aids, as applicable. The Taxiway Echo pavement will be constructed pursuant to the most cost-effective method available based on the geotechnical testing results and other data collection. This project also includes a medium intensity taxiway lighting system, upgrading the system's constant current regulator, vault work, cable and duct markers, junction bases, ground rods, Airport Lighting Control System (ALCS) and other electrical items necessary to meet FAA standards.
- The removal of one or more existing hangar buildings and foundations, associated apron pavements, underground utilities, tanks, and other facilities which currently obstruct the proposed alignment and construction of the Taxiway Echo improvements.

..... pursuant to all applicable codes, FAA/FDOT standards, and the available project budget funds.
 The work may be divided into multiple bid schedules

EXAMINATION OF PLANS, SPECIFICATIONS, SITE AND OTHER PROVISIONS

The following information is furnished in addition to and not in conflict with "General Provisions,"* Section 20, paragraph 20-06.

The Bidder is required to examine carefully the site of the Work and the Drawings, Specifications and other Contract Documents for the work contemplated at the Kissimmee Gateway Airport, Kissimmee, Florida. By submitting a Bid, the Bidder represents to the Owner that it has investigated and is fully informed of the conditions to be encountered, of the character, quality and quantities of Work to be performed and materials to be furnished and of all the requirements of the Plans, Specifications and other Contract Documents. A complete listing of the plan sheets may be found in Volume 3 – Construction Plans.

* "General Provisions" referenced in this Contract Document is provided in Volume 2 "Technical Specifications."

4.1 SILENCE OF SPECIFICATIONS

The apparent silence of this specification and any supplemental specifications attached to the project manual as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.

4.2 CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City or any of its agencies. Further, all Bidders must disclose the name of any City employee or volunteer working at the behest of the City, who owns, directly or indirectly, any interest of any amount in the Bidder's firm or any of its branches.

4.3 GENERAL SAFETY STANDARDS

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with all applicable requirements of the Occupational Safety and Health Act (OSHA) and carry evidence of all applicable Underwriters Laboratories (UL) listings. All work in and around Airport property shall conform to the Site and Safety Plan(s) and notes portions of the drawings, as well as FAA AC 150/5370-2E, which is available on the world-wide web at www.faa.gov, if not attached to the project manual.

4.4 MEETS SPECIFICATIONS

All equipment, accessories, and fabricated assemblies furnished under these specifications shall be new, the latest model in current production, and shall be of good quality workmanship and materials. The Bidder represents that all equipment, accessories, and fabricated assemblies shall

meet or exceed the minimum requirements specified. Delivery, inspection, testing, labeling, and installation specifications per the manufacturer's recommendations shall be strictly adhered to.

4.5 QUALITY ASSURANCE VERSUS QUALITY CONTROL

The Bidder will provide complete Quality Control testing, inspection, and daily supervision to satisfy itself that all constructed items as specified and bid conform to the contract documents and manufacturer's recommendations and requirements. All equipment, accessories, materials, fabricated assemblies, and any other products used on the project shall be tested and inspected according to the manufacturer's recommendations, the specifications, ASTM standards, and/or UL requirements. See other sections of the project manual for more detail on quality control and quality control programs.

The Owner or Owner's representative will provide Quality Assurance (also known as Quality Acceptance) testing at its discretion to assure itself that the project items are being constructed as represented by the Bidder. The Bidder will notify the Owner's Representative when it is ready for Quality Assurance testing by the Owner for each stage of construction, for each separate item to be constructed and tested according to the Technical Specifications, whether the specifications are performance in nature or not. The Bidder shall not proceed to cover up, backfill, or start (as applicable) the item in question until the Owner or Owner's Representatives have been first notified that the item is ready for QA testing (if testing is required by the specifications). The Owner or Owner's Representative will avail itself of the necessity of QA testing for its own purposes and notify the Bidder that it may or may not proceed. The Bidder will pay for all failing tests, operations, and remedies necessary to bring the item(s) up to the specification's standards.

4.6 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification, with or without the words "or approved equal" or "or approved equivalent", shall be interpreted as determining a standard of quality and shall not be construed as limiting of competition.

4.6 SAMPLES

Samples of items, when called for, must be furnished free of expense and may upon request, be returned at the Bidder's expense. Each individual sample must be labeled with the Bidder's name, manufacturer's brand name and number, bid number, and item reference. Samples of successful Bidders' items may remain on file with the City for the term of the contract. Requests for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received within ninety (90) calendar days after bid opening date. If instructions are not received within this time, the commodities shall be retained by the City indefinitely.

5. REGULAR CONSTRUCTION MEETINGS

The Contractor shall provide a designated superintendent to be available at all times and shall attend a regular construction meeting held at the airport. The specific location, dates, and times shall be determined at the Pre-Construction Conference. The Contractor shall be represented by the superintendent and shall be knowledgeable of the day to day construction activities. The Contractor shall submit at the meetings an anticipated schedule of work for the following meeting. The Contractor's superintendent shall be on-site daily during the actual construction period.

6. RECORD DRAWINGS

Record drawings shall be submitted by the Contractor within five (5) working days of the last working day of the contract. Record drawings shall be performed by a licensed surveyor in the state in which the work is being performed. The record drawings shall meet all guidelines established in Section 1A, paragraph 60-09 of the Technical Specifications. Failure to submit record drawings to the engineer in the time specified above will delay final payment to the Contractor.

7. OBLIGATION OF BIDDERS

The Bidder must inform itself fully of the construction and labor conditions under which the Work is to be performed. The Bidder shall not be relieved of its obligation to furnish all material, equipment and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in its Bid by reason and having failed to inform itself with respect to those matters.

8. ADDENDA - CHANGES WHILE BIDDING

No interpretation of the Plans, Specifications or other Contract Documents or correction of any apparent ambiguity, inconsistency or error therein, will be made orally to any Bidder. Every request for such interpretation or corrections must be made in writing, addressed to the Engineer, AVCON, Inc., 5555 E. Michigan Street, Suite #200, Orlando, Florida 32822, and must be received at least seven (7) calendar days prior to the date fixed for the opening of Bids in order to be given consideration. All such interpretations, corrections and supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be mailed, sent by facsimile, or delivered by a reputable courier/delivery service to all prospective Bidders (to the address furnished to the Owner by the prospective Bidder for such purposes) not later than 24 hours prior to the date fixed for the opening of Bids. If the Bidder fails to acknowledge receipt of any such Addendum in the space provided in the Bid Form, its Bid will nevertheless be construed as though the Addendum had been received and acknowledged, and the submission of its Bid will constitute acknowledgment of the receipt of the same.

Only the interpretation or correction so given by the Engineer in writing shall be binding, and prospective Bidders are warned that no other source is authorized to give information concerning, or to explain or interpret, the Contract Documents.

9. PREPARATION OF PROPOSAL

The following information is furnished in addition to and not in conflict with General Provision, Section 20, paragraph 20-07.

Bids shall be submitted on a reproduced copy of the attached Bid Form and shall include the following:

1. Statement of Bidder's Qualifications (Section SBQ)
2. Required Bid Guarantee (Section BB)
3. Equal Employment Opportunity Report Statement (Section BF)
4. Certification of Non-Segregated Facilities (Section BF)
5. Required Information concerning DBE participation (Section BF)
6. Receipt of all Addenda (Section BF)

7. Bid/Proposal Form Executed (Section BF)
8. Bid Schedules (Section(s) BS)
9. Sworn Statement - Public Entity Crimes Form, Notarized (Section SS)
10. Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions (Section TD)
11. Attach proof of Insurances
12. Attach Powers of Attorney

All blank spaces in the Bid Form shall be completed legibly and correctly in ink. The Bidder shall specify the Total Bid Price for the entire Work described in the Contract Documents.

If the Bid is made by an individual, it must be signed in the name of the individual and identify the individual's post office address and the name and address of every person interested in the Bid as principal. If the Bid is made by a firm or partnership, its name and address must be stated, together with the name and address of each member of the firm, or partnership. If the Bid is made by a Corporation, the Bid must be signed by an authorized officer or agent, on behalf of the Corporation and the corporate seal must be affixed thereto. The officer or agent must also prove the state in which the Corporation is incorporated, the names and business addresses of the President, Secretary, and Treasurer, evidence that the Corporation is in good standing in its state of incorporation and in Florida, and evidence that the Corporation has registered with the Secretary of State of the State of Florida, as a foreign corporation for doing business in the State of Florida.

10. BID GUARANTY

Each Bid shall be accompanied by a Bid Guaranty in the form of a cashiers' check made payable to the Owner or a Bid Bond in the form contained in the Contract Documents, duly executed by the Bidder as Principal having a Surety thereon a surety company fulfilling the qualifications described in Paragraph entitled "Guaranty of Faithful Performance and Payment". The Bid Bond shall be written through a licensed Florida agency on behalf of a surety company licensed to do business in the State of Florida. The Bid Guaranty shall be in the amount not less than five percent (5%) of the amount of the Total Bid Price. The cashier's check, or Bid Bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw the Bid for a period of ninety (90) days after the time and date fixed for the opening of Bids, **that if the Bidder is provided with a Notice of Intent to Award the Contract, the Bidder will enter into a formal Contract with the Owner in the form contained in the Contract Documents, that the Bidder will supply evidence of the authority of the person executing the Contract and Bonds to do so, that the required Contract Bonds, Certificates of Insurance, Equal Opportunity and Disadvantaged Business Enterprise data, certifications and submissions will be provided on the same day the contract is executed,** given, that all other Contract Documents will be executed in the form provided therein. If any of the foregoing requirements are not met, the Owner shall be entitled to the full amount of the Bid Guaranty as damages to the Owner resulting from the Bidder's failure to meet those requirements. Cashier's checks or Bid Bonds will be returned to all except the three apparent low, qualified, responsible, responsive Bidders within ten (10) days after the opening of Bids, and the remaining cashier's checks or Bid Bonds will be returned within three (3) days after the Owner and successful Bidder have executed the Contract Documents required by the owner for the Work. Cash will not be accepted as a Bid Guaranty.

11. DELIVERY OF PROPOSALS

The following information is furnished in addition to and not in conflict with General Provision, Section 20, paragraph 20-10.

All proposals shall be submitted in sealed envelopes bearing on the outside the name of the Bidder, the Bidder's address, the name of the Project for which the Proposal is submitted, and the time and date fixed for the opening of Proposals. The Bid Guaranty specified in Paragraph 10 above, together with the Equal Opportunity Report Statement, Certification of Non-Segregated Facilities, recognition of addendum, and information concerning DBE participation, shall be enclosed in the sealed envelope with the Bid. The Bid shall be delivered by hand, by registered mail, or by overnight package service to the **City of Kissimmee Gateway Airport, 401 Dyer Blvd., Kissimmee, FL 34741, to the attention of the Director of Aviation (see Page INV-1)**. Bids submitted by facsimile transmission will not be accepted. Proposals received after the time and date specified in the Advertisement for Proposals will not be considered, but will be returned unopened.

12. WITHDRAWAL OR REVISION OF PROPOSALS

A bidder may withdraw or revise his proposal in accordance with General Provision, Section 20, paragraph 20-11 reproduced as follows:

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

13. DISQUALIFICATION OF BIDDERS

General Provision, Section 20, paragraph 20-13 (a-c) is reproduced here for clarity with subparagraphs "d", "e", and "f" added as additional reasons for disqualifications.

20-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the owner until any such participating bidder has been reinstated by the owner as a qualified bidder.
- c. If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of this section.
- d. Work for which the Bidder is committed by contract, which, in the Owner's judgment and sole discretion, might hinder or prevent the prompt completion of the Work under this contract if awarded to the Bidder;

- e. Being behind on the approved completion schedule for any existing contracts with the Owner, in litigation with the owner or having defaulted on a previous contract with the Owner;
- f. Any other cause which, in the Owner's judgment and sole discretion, is sufficient to justify disqualification of a Bidder or the rejection of its Bid.

14. REJECTION OF IRREGULAR PROPOSALS

The following information is furnished in addition to and not in conflict with General Provision, Section 20, paragraph 20-08.

Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind.

The owner shall have the right to waive any informalities or irregularities of Bids, or to reject any or all Bids.

15. NOTICE OF INTENT TO AWARD CONTRACT

Unless all Bids are rejected, a Notice of Intent to Award the Contract will be provided to the qualified, responsible Bidder whose Bid is responsive to the invitation and is most advantageous to the Owner, price and other factors considered.

If a conflict exists between the words and numerals of each Bid amount, the words shall govern.

16. GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT

The following information is furnished in addition to and not in conflict with General Provision, Section 30, paragraph 30-05.

- a. A Performance Bond and a Payment Bond satisfactory to the Owner and in the form attached hereto, each in an initial amount of not less than the Total Contract Price, will be required of the successful Bidder for, among others, the following purposes:
 - 1. To guarantee faithful performance of the requirements of the Contract Documents, including all applicable warranties.
 - 2. To guarantee the payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the Work provided for in the Contract.

The Penal Sum of the Performance Bond and the Payment Bond shall be increased or decreased during the course of the Work in the event that modifications, change orders or addenda increase or decrease the Total Contract Price so that the Penal Sum of each bond shall be in an amount equal to the completed Contract Price at the completion of the Work.

- b. The Bonds shall be exactly in the forms contained in the Contract Documents, and written through a licensed Florida agency on behalf of a surety company licensed to do business in the State of Florida, meeting the following requirements:
1. Qualification - Management and Strength: The Surety must be rated no less than "A" as to management and no less than XII as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 07901.
 2. Qualification - Federal Project Approval: The Surety company executing the Bonds shall be on the current list of the U.S. Treasury Department as being approved by and for writing bonds for Federal projects in the amount not less than the Penal Sum of the Bonds provided to the Owner.
 3. Bonding Limit - Any One Risk: The bonding limit of the Sureties shall not exceed five percent (5%) of the policy holder surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

The completed Bonds shall be delivered to the Owner with the executed Contract as required hereinafter in these Instructions to bidders, at the same time the executed contract is delivered.

Provisions for liquidated damages are provided in the Bid Form and Contract Documents.

17. POWER OF ATTORNEY AND COUNTERSIGNATURE

Attorneys-in-fact who sign Bid Bonds, Performance Bonds and Payment Bonds, must file with such Bonds a certified copy of their power-of-attorney to sign the bonds. All bonds must be countersigned by a resident Florida agent of the Surety, with proof of agency attached.

18. EXECUTION OF CONTRACT

The following information is furnished in addition to and not in conflict with General Provision, Section 30, paragraph 30-06.

The Bidder who received a Notice of Intent to Award the Contract shall, execute and deliver to the Owner the Contract Agreement, the completed Bonds listed above, satisfactory evidence of all required insurance coverage, satisfactory evidence of compliance with the Bid Conditions pertaining to the Disadvantaged Business Enterprise Program (Appendix 2), and shall prove satisfactorily to the Owner of the authority of the person or persons executing the Contract Agreement and the Performance Bond and the Payment Bond on behalf of the Bidder. The above documents must be furnished, executed and delivered before the Contract Documents will be executed by the Owner. The Contract shall not be binding upon the Owner until it has been executed and approved by the Owner, approved by the FAA/FDOT, and a copy of the fully executed Contract Documents is delivered to the Contractor. The Owner shall have the right to rescind its Notice of Intent to Award without liability, except for the return of the Bid Guaranty to the Bidder, at any time before the Contract Documents have been fully executed by all parties and delivered to the Contractor.

19. FAILURE TO EXECUTE CONTRACT - BID GUARANTY FORFEITED

The following information is furnished in addition to and not in conflict with General Provision, Section 30, paragraph 30-08. If the Bidder receiving a Notice of Intent to Award the Contract fails to execute and deliver to the Owner the Contract Agreement, the completed Bonds listed in Paragraph 16 above, the required evidences of insurance coverage, compliance with the Bid Conditions pertaining to the DBE Program (Appendix 2) and the evidence of authority to execute required in Paragraph 17 above, the Owner may elect to rescind the Notice of Intent to Award and shall be entitled to the full amount of the Bid Guaranty, not as a penalty, but in liquidation of and compensation for damages sustained. A Notice of Intent to Award may then be provided to the next most qualified, responsible Bidder whose Bid is responsive to the invitation and is most advantageous to the Owner, price and other factors considered. Otherwise, all Bids may be rejected.

20. NOTICE AND SERVICE THEREOF

All notices given by the Owner or the Engineer, under the provisions of the Contract Documents, shall be in writing and service of same may be by either of the following methods:

- a. By delivery of the notice to the Bidder or to any officer of the Bidder if Bidder is a corporation, or to any agent of the Bidder.
- b. By mailing the notice by United States mail to the address of the Bidder shown on the Bid.

Notices given by the Owner or Engineer shall be effective upon mailing, if mailed.

21. FLORIDA SALES AND OTHER TAXES

Work under this Contract is subject to the provisions of Chapter 212, Florida Statutes, Tax on Sales, Use and Other Transactions. Other state, local or federal taxes may be applicable. The Bidder is responsible to remit to the appropriate governmental entity all applicable taxes. Any applicable tax shall be included in the Total Bid Price by the Bidder.

22. MINIMUM WAGE RATES

For Federally-assisted construction contracts, minimum wage rates for the construction of the proposed Work have been established by the U.S. Department of Labor, and schedules of labor classification and corresponding prevailing wage rates are included in Appendix 1, Part 1 - Wage and Labor Requirements of these Contract Documents. In preparing a Bid, the Bidder shall make an appropriate allowance so that its wage rates will meet the minimum rates required for the Work. The Bidder shall not be relieved of its obligations under the Contract Documents by reason of having failed to make adequate provision for minimum required wage rates.

23. EQUAL OPPORTUNITY REPORT STATEMENT AND CERTIFICATE OF NON-SEGREGATED FACILITIES

Each Bidder shall complete, sign and deliver to the Owner the Equal Opportunity Report Statement and Certificate of Non-Segregated Facilities prior to the Owner's award of the contract. Such Contractor shall also, furnish prior to award such other pertinent information regarding his own employment policies and practices as well as those of his proposed subcontractors, as the Sponsor,

or the Secretary of Labor may require. All such information required for a subcontractor shall be furnished by the Contractor.

The Equal Opportunity Report Statement, Certification of Non-Segregated Facilities, Equal Opportunity Clause, and all other EEO requirements shall be included in all non-exempt subcontracts entered into by the Contractor. Subcontracts entered into by the Contractor shall also include all other applicable labor provisions. No subcontract shall be awarded to a non-complying subcontractor.

In addition, the Contractor will also insert in each of his subcontracts, a clause requiring the subcontractor to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

24. EQUAL EMPLOYMENT OPPORTUNITY AND LABOR PROVISIONS

The Bidder's attention is directed to the Bid Form and Appendices included in these contract documents for additional requirements and information relative to the EEO and Labor provisions pursuant to the contract.

25. COST OF LIVING COUNCIL

Each bidder shall comply with applicable regulations and standards of the Cost of Living Council in establishing wages and prices. The submission of a bid or offer or the submittal of an invoice or voucher for property, goods, or services furnished under this contract shall constitute a certification that amounts to be paid do not exceed maximum allowable levels authorized by the Cost of Living Council regulations or standards.

26. DISADVANTAGED BUSINESS ENTERPRISE DATA

Each Bidder shall complete, sign, and submit together with its Bid the information concerning DBE participation in the Contract following the Bid Form. A Bid may be considered unresponsive and may be rejected, in the Owner's sole discretion, if the Bidder fails to provide the fully executed statement or fails to furnish the required data.

The apparent low, qualified, responsible, responsive Bidder who receives a Notice of Intent to Award the Contract shall, within fifteen (15) calendar days of the date of Notice of Intent to Award submit all additional information required by the Owner's Disadvantaged Business Participation Policy to the Owner. This Policy is described in part in paragraph 32 of these Instructions and is to serve as a guide to the Bidder and the Owner in the award of this Contract. The Bidder, in meeting the guidelines of the Disadvantaged Business Participation Policy, is not relieved of its Equal Employment Opportunity obligations under State and Federal laws and regulations.

If the Bidder is a Disadvantaged Business Enterprise and the percent of total dollar value of the Work it intends to perform meets or exceeds the DBE Goals established for this project, the Bidder need only complete the document entitled, "Disadvantaged Business Disclosure Requirement" found in Exhibit A to these Instructions.

For the Bidder's information, a list entitled, "Disadvantaged Contracting Agencies in Florida" is attached hereto as Exhibit B.

27. TIME OF COMPLETION

The time of the completion is of the essence of the Contract and, each Bidder, if delivered an executed Contract, shall proceed with the Work in accordance with the approved schedule and within the Contract time period specified in the Contract Documents. In the event of failure to complete the Work within the time specified, the Owner may assess damages as provided by law or the Contract Documents, unless an appropriate extension of time has been granted.

The time of completion for the entire project shall be 150 calendar days, regardless of the bid schedules awarded:

- A.** City Executes Contract with Successful Bidder
- B.** Contractor Submits Shop Drawings for Approval to Engineer
- C.** Engineer Issues Shop Drawing Approval
- D.** City Issues Notice to Procure for Fabrication and Delivery of Materials – Contract Time Begins; procurement periods will not count against the Construction Time; it is a separate time period.
- E.** Contractor Takes Possession of the Materials
- F.** City Issues Notice to Proceed – Construction Time Begins

150 Calendar Days Construction Time Total

The bidder's attention is directed to the Project Phasing or Site and Safety Plans for more detailed information on construction sequencing.

28. RECORD DOCUMENTS

The Contractor shall keep one record copy of the Contract Documents, Shop Drawings and samples at the site, in good order and annotated daily to show all changes made during the construction process. These shall be available to the Engineer for examination and shall be delivered to the Engineer for the City upon completion of the Work. Failure to maintain record documents current may be cause to withhold partial payment.

29. FEDERAL LAWS

Contemplated construction shall be governed at all times by applicable provisions of Federal laws, including but not limited to the latest amendments of:

29.1 Equal Employment Opportunities

Equal Employment Opportunity and Wage and Labor Provisions specified in Appendices 1 and 2.

Each Bidder shall complete, sign and include in his Bid proposal the Equal Opportunity Report Statement and Certification of Non-Segregated Facilities. When a determination has been made to award the Contract to a specific Contractor as the apparent low, qualified, responsible, responsive Bidder, such Contractor shall furnish pertinent information regarding his own employment policies and practices as well as those of his proposed subcontractors as the FAA/FDOT, the Owner, or the Secretary of Labor may require, prior to execution of the Contract. All such information required of a subcontractor shall be furnished by the Contractor.

The Equal Opportunity Report Statement, Certification of Non-Segregated Facilities, Equal Opportunity Clause, all other EEO requirements, and all applicable Wage and Labor Provisions shall be included in all non-exempt subcontracts entered into by the Contractor. No subcontract shall be awarded to a new non-complying subcontractor.

In addition, the Contractor will also insert in each of his subcontracts a clause requiring the subcontractor to include these provisions in any lower tier subcontract which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

SPECIAL INSTRUCTIONS TO BIDDERS REGARDING EEO

**Notice of Requirement for Affirmative Action to
Ensure Equal Employment Opportunity
(Executive Order 11246, as amended)**

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

Goals for minority Participation each trade	8.42%	Goals for female participation in each trade	6.9%
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Refer to paragraph 1 of this section. The overall DBE goal is 8.42%.

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

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

3. The contractor shall provide written notification to the Director, 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; employee identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Osceola County.

29.2 Disadvantaged Business Participation – Required General Clauses

See also the Detailed Disadvantaged Business Participation provisions according to Appendix 2.

As a pre-requisite to the Owner receiving FAA/FDOT concurrence in award, and upon determination by the Owner to award the Contract to a specific Contractor as the apparent low, qualified, responsible, responsive Bidder, such Contractor shall furnish any additional information or reconfirm previously submitted information concerning the assurances outlined in Appendix 2 as the FAA/FDOT, or the Owner may require.

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.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 30 calendar 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 Sponsor. This clause applies to both DBE and non-DBE subcontractors.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Sponsor] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 8.42 percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Appendices), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (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) Written confirmation from the DBE that it is participating in the

contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

29.3 Fair Labor Requirements

Labor provisions according to Part 152, Airport Aid Program, are attached and made a part of this document as Appendix 1.

Minimum wage rates for the construction of the proposed Work have been established by the Secretary of Labor, U.S. Department of Labor. Schedules of Labor Classifications and corresponding Prevailing Wage Rates are included in Appendix 1.

29.4 Occupational, Safety and Health Requirements

The Occupational, Safety and Health requirements as described or defined in the following Act, Regulation, or Advisory Circular shall apply to the execution of this construction Contract:

Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.

Title 29, Code of Federal Regulations: Chapter 17, Occupational Safety and Health Administration; Part 1910, Occupational, Safety and Health Regulations for Construction. FAA AC 150/5370-2 (latest edition), Operational Safety on Airports During Construction.

29.5 Anti-Kick Back Act

All Contractors and Subcontractors shall comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. 876) as supplemented in Department of Labor Regulations (29 CFR, Part 3) and as described in Attachment O, Procurement Standards, of the current Federal Register.

29.6 Clean Air Act of 1970

Contracts and subcontracts of amounts in excess of \$100,000 shall require the recipient to agree to comply with all applicable Standards, Orders, or Regulations issued pursuant to the Clean Air Act of 1970.

29.7 Veteran's Preference

Veteran's Preference shall be included in all contracts for work on any project funded under this grant agreement which involves labor. Such provisions are necessary to ensure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

Reference

Title 49 U.S.C. 47112(c)
Advisory Circular 150/5100-6D

Revised
4/8/2013

29.8 Buy American Provisions (49 U.S.C. § 50101)

50101. Buying goods produced in the United States

(a) Preference.—The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.

(b) Waiver.—The Secretary may waive subsection (a) of this section if the Secretary finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) the steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
- (3) when procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title—
 - (A) the cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and
 - (B) final assembly of the facility or equipment has occurred in the United States; or

(4) including domestic material will increase the cost of the overall project by more than 25 percent.

(c) Labor Costs.—In this section, labor costs involved in final assembly are not included in calculating the cost of components.

(Pub. L. 103–272, §1(e), July 5, 1994, 108 Stat. 1298, §49101; renumbered §50101 and amended Pub. L. 104–287, §5(88)(D), (89), Oct. 11, 1996, 110 Stat. 3398.)

Historical Pub. L. 103–272	and	Revision	Notes
<i>Revised action</i>	<i>Source (U.S. Code)</i>	<i>Source (Statutes at Large)</i>	
49101(a)	49 App.:2226a(a).	Nov. 5, 1990, Pub. L. 101–508, §9129, 104 Stat. 1388–371.	
49101(b)	49 App.:2226a(b).		
49101(c)	49 App.:2226a(c).		

In this chapter, the word “goods” is substituted for “product” and “products” for consistency.

In subsection (a), the words “Notwithstanding any other provision of law” are omitted as surplus. The words “after November 5, 1990” are omitted as obsolete.

In subsection (b), before clause (1), the words “The Secretary may waive” are substituted for “shall not apply” for consistency. In clause (2), the words “steel and goods” are substituted for “materials and products” for consistency. In clause (4), the word “contract” is omitted as surplus.

Pub. L. 104–287, §5(89)

This makes a clarifying amendment to 49:50101(a) and (b)(3), 50102, 50104(b)(1), and 50105, as redesignated by clause (88)(D) of this section, because 49:47106(d) was struck by section 108(1) of the Federal Aviation Administration Authorization Act of 1994 (Public Law 103–305, 108 Stat. 1573).

Amendments

1996—Pub. L. 104–287, §5(88)(D), renumbered section 49101 of this title as this section.

Subsecs. (a), (b)(3). Pub. L. 104–287, §5(89), substituted “section 47127” for “sections 47106(d) and 47127”.

Use of Domestic Products

Pub. L. 103–305, title III, §305, Aug. 23, 1994, 108 Stat. 1592, provided that:

“(a) Prohibition Against Fraudulent Use of ‘Made in America’ Labels.—(1) A person shall not intentionally affix a label bearing the inscription of ‘Made in America’, or any inscription with that meaning, to any product sold in or shipped to the United States, if that product is not a domestic product.

“(2) A person who violates paragraph (1) shall not be eligible for any contract for a procurement carried out with amounts authorized under this title [enacting section 47509 of this title, amending sections 44505 and 48102 of this title, and enacting provisions set out as notes under this section and section 40101 of this title], including any subcontract under such a contract pursuant to the debarment, suspension, and ineligibility procedures in subpart 9.4 of chapter 1 of title 48, Code of Federal Regulations, or any successor procedures thereto.

“(b) Compliance With Buy American Act.—(1) Except as provided in paragraph (2), the head of each office within the Federal Aviation Administration that conducts procurements shall ensure that such procurements are conducted in compliance with sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a through 10c [41 U.S.C. 10a—10b–1], popularly known as the ‘Buy American Act’).

“(2) This subsection shall apply only to procurements made for which—

“(A) amounts are authorized by this title to be made available; and

“(B) solicitations for bids are issued after the date of the enactment of this Act [Aug. 23, 1994].

“(3) The Secretary, before January 1, 1995, shall report to the Congress on procurements covered under this subsection of products that are not domestic products.

“(c) Definitions.—For the purposes of this section, the term ‘domestic product’ means a product—

“(1) that is manufactured or produced in the United States; and

“(2) at least 50 percent of the cost of the articles, materials, or supplies of which are mined, produced, or manufactured in the United States.”

Similar provisions were contained in the following prior authorization act: Pub. L. 102–581, title III, §305, Oct. 31, 1992, 106 Stat. 4896.

Purchase of American Made Equipment and Products

Pub. L. 103–305, title III, §306, Aug. 23, 1994, 108 Stat. 1593, provided that:

“(a) Sense of Congress.—It is the sense of Congress that any recipient of a grant under this title [enacting section 47509 of this title, amending sections 44505 and 48102 of this title, and enacting provisions set out as notes under this section and section 40101 of this title], or under any amendment made by this title, should purchase, when available and cost-effective, American made equipment and products when expending grant monies.

“(b) Notice to Recipients of Assistance.—In allocating grants under this title, or under any amendment made by this title, the Secretary shall provide to each recipient a notice describing the statement made in subsection (a) by the Congress.”

30. ADDITIONAL INSTRUCTIONS FOR APPARENT LOW, QUALIFIED, RESPONSIBLE, RESPONSIVE BIDDER

Contractor assistance is essential to execute specific documents promptly to obtain FAA/FDOT concurrence in Contract Award, to execute a Contract with the Owner and to prepare for a Contractor's Notice to Proceed.

Contractor is instructed to carefully examine the General Provisions and to understand what is expected during each phase of the Project's construction. The Owner will maintain the original Bid Form and Bid Bond on file for record purposes. The Contractor will furnish six (6) executed copies of the Contract Documents for the Owner. The Contractor shall complete, execute and submit all required documentation to the Owner. Specific items that must be completed and executed are:

BID ITEMS - The Contractor shall confirm with the Owner Bid Items to be awarded in the final Contract, to confirm Total Contract Price.

CONTRACT, PAYMENT, PERFORMANCE AND GUARANTY BONDS - Complete in the amount of Total Contract Price, effective upon Owner execution of Contract.

EVIDENCE OF REQUIRED INSURANCE COVERAGE AND AUTHORITY TO EXECUTE - Complete.

BID CONDITIONS, DISADVANTAGED BUSINESS ENTERPRISE PROGRAM, Exhibits A & B of these instructions and the EEO Report Statement, Certificate of Nonsegregated Facilities, and DBE Data included in the Bid Form - Complete.

Upon Owner's notification of concurrence in Contract award by FAA/FDOT, the following items must be completed prior to issuance of a Notice to Proceed according to Paragraphs 80-02 and 80-03 of the GENERAL PROVISIONS:

Owner: Execute Contract Documents and forward copies to Contractor, FAA, FDOT, and Engineer.

Contractor: Prepare detailed procurement and construction schedule for immediate submittal to the Owner and Engineer. Confirm all subcontractor names and material suppliers. Schedule shall be submitted to the Owner and Engineer for review at the scheduled date of the Preconstruction Conference.

31. IMPORTANT NOTICE

Certain provisions of this contract must appear in writing in every subcontract of every tier. See Appendix 1, part 1F.

32. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

It is the policy of the City of Kissimmee to afford Disadvantaged Business Enterprises (DBE's) opportunity to compete in the performance of Kissimmee Airport competitive contracts.

To comply with these DBE requirements, all Bidders on this Contract will utilize the following procedures:

- a. For the purposes of these requirements, DBE means a small business concern, as defined pursuant to Section 3 of the Small Business Act and implementing regulations, which is owned and controlled by one or more minorities or women or other socially and economically disadvantaged individuals. For the purposes of these requirements, owned and controlled by one or more minorities and/or women, or other socially and economically disadvantaged individuals or in the case of a public business, a business in which at least 51 percent of the stock is owned by one or more minorities and/or women, or other socially and economically disadvantaged individuals; and whose daily business operations are controlled by one or more such individuals.
- b. DBE OBLIGATION. The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, have the opportunity to participate in reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that disadvantaged business enterprises have the opportunity to compete for and perform subcontracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract or subsequent subcontracts.
- c. COMPLIANCE. All contractors or subcontractors for the FAA/FDOT assisted contracts are hereby notified that failure to carry out the FAA/FDOT policy and the DBE obligation, as set forth in subparagraph b above, shall constitute a breach of contract which may result in termination of the contract or such other action as deemed appropriate by the City of Kissimmee.
- d. The total DBE goal, established for this project is **8.42 %** composed of minorities, women, and/or other socially and economically disadvantaged individuals. Each Bidder shall complete that portion of the Bid Form indicating his ability to comply with the stated goals for DBE utilization of at least **8.42** percent. Should the Bidder be unable to meet these percent goals, documentation must accompany the Bid which clearly shows good faith efforts taken to meet this goal.
- e. All Bidders shall submit to the City the names of the DBE contractors, a description of the work each is to perform, the dollar value and DBE certifications of each proposed DBE subcontract. Agreements between a Bidder and a DBE wherein the DBE promises not to provide subcontracting quotations to other competitive Bidders are prohibited.
- f. In evaluating the bids, the City of Kissimmee will determine whether a qualified bidder or proposer offering the lowest price of the firms, meeting or showing good faith effort to meet the DBE contract goal has offered a reasonable price for the contract. If the City determines that the bidder or proposer who has met or shown good faith effort to meet DBE goals has offered a reasonable price, the contract will be awarded to that firm.
- g. Bidders failing to meet DBE goals and failing to demonstrate sufficient and reasonable effort shall not be eligible for award of contract.
- h. For information on counting DBE participation toward meeting the DBE goals and certification of DBE's, all Bidders should become familiar with 49 CFR Section 26.47 as amended and Section 26.51-23-55 as amended, respectively.

33. FOREIGN TRADE RESTRICTION (49 CFR PART 30)

The Contractor or Subcontractor will certify that it is not:

- a. owned or controlled by one or more citizens or nationals of a foreign country in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontract 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 service of a foreign country of the said list for use on the project, the Federal Aviation Administration and/or FDOT may direct, through the sponsor, cancellation of the contract at no cost to the owner.

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 not rely upon the 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 subcontract was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 FAA and/or the Florida Department of Transportation (FDOT) may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the City of Kissimmee.

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

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

34. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The bidder/offeror 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, offer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal, specifically the following sub-sections.

34.1 Certification Regarding Debarment and Suspension (Non-Procurement) – Title 2 CFR Part 180 & Title 2 CFR Part 1200

The contract agreement that ultimately results from this solicitation is a “covered transaction” as defined by Title 2 CFR Part 180. Bidder must certify at the time they submit their proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The bidder with the successful bid further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”.

34.2 Certification Regarding Debarment and Suspension (Non-Procurement) – Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C

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

- i. Checking the System for Award Management at website: <http://www.sam.gov>
- ii. Collecting a certification statement similar to paragraph (a)
- iii. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that an individual failed to tell a higher tier that they were excluded or disqualified at the time they entered the covered transaction with that person, the FAA may pursue any available remedy, including suspension and debarment.

Reference

Title 2 CFR Part 180 (Subpart C)

Title 2 CFR Part 1200

DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

Revised

4/5/2013

35. NOTIFICATION TO ALL BIDDERS – PERMITS REQUIRED

Design-Bid Projects:

Approvals for the design permitting are forthcoming from the South Florida Water Management District, the Florida Department of Environmental Protection, and the Federal Aviation

Administration, as necessary and applicable to the project. Issuance of the Notices to Procure/Proceed may be withheld until such time that the City of Kissimmee receives these agencies' approvals.

The Contractor is responsible for all City of Kissimmee site permits, NPDES permits, and any other construction-related permits, licenses, and associated fees.

Design-Build Projects:

All approvals for the design permitting are the complete responsibility of Bidder/Contractor EXCEPT the Federal Aviation Administration Airspace Checklist approval. No construction shall take place without ALL of the necessary permits required for 100% design approval by all applicable agencies.

The Contractor is responsible for all City of Kissimmee site permits, NPDES permits, and any other construction-related permits and all permits, licenses, and associated fees.

36. CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS

The bidder shall provide with the Proposal a listing of both automobile and personal liability insurance coverage currently in force, along with a copy of a Certificate of Insurance as verification of that coverage. In addition, the bidder shall provide a statement of premium cost issued by the agent or insurance carrier for that coverage.

In the event the Owner determines that the low bidder's coverage in force is inadequate, the Owner may require the low bidder to procure additional coverage in amounts specified by the Owner. The cost of premiums for such additional coverage shall be paid by the Owner in the form of a reimbursement under the contract.

Third Party Coverage. In the event the bidding documents require the contractor to name the consultant and/or the Owner as additional insured, the bidder shall show the premium cost for the additional insured in the Proposal in the item for additional coverage. The amount shown in the bid item for additional premium cost shall be that amount of additional premium above the premium for the coverage shown in the Certificate of Insurance submitted with the bid.

See Section 70 of the "Part 1A – Supplemental General Provisions" for detailed requirements for required Insurance coverage (amounts). All insurance shall comply with local ordinances. No relief from insurance coverage is allowed in any case.

EXHIBIT A

DISADVANTAGED BUSINESS DISCLOSURE REQUIREMENTS (Must be completed and submitted within ten (10) calendar days after Bid Opening by the apparent low, qualified, responsible, responsive DBE Bidder.)

1. Name of Company (firm, etc.): _____
2. Principal Office: _____
(street address or PO Box)

(city, state, zip code)
3. Telephone Number: _____
4. State in which you are authorized/registered to do business: _____
5. Nature of business: _____
6. Years in business under the above business name: _____
7. Percent of disadvantaged ownership: _____
(owned and/or controlled)
8. List the number of shares of stock issued and subscribed to as of this date:
a. _____
b. _____
9. List any loans between Owners and between Owners and third parties relative to the business entity: _____

10. Identify ownership of your company (all) in the following terms:

Name/Position	Disadvantaged Status (if applicable)	% of Ownership

11. Identify all stock options or other ownership options that are outstanding:

12. Identify the company/corporation officers as to the following:

a. Name and Title: _____

Responsibilities: _____

b. Name and Title: _____

Responsibilities: _____

c. Name and Title: _____

Responsibilities: _____

13. Name and title of individual who decides what job the firm will take:

14. Name and title of individual who obtains/negotiates and signs for bonds and insurance:

15. Established bonding limitation: _____

16. Name, address and telephone number of Bonding Company:

17. Type and quantity of equipment owned: _____

18. Trade reference: _____

19. Indicate if previously certified as a Disadvantaged Business

Enterprise (DBE). By whom: _____

20. What percentage of work to be performed by your company on this project?
_____ (percent)

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

INSTRUCTIONS TO BIDDERS

_____ (location of project)

_____ (dollar value)

21. What work will you perform on this project? _____

22. List five (5) of your most recent projects which demonstrate your qualifications for the work on this project:

Type Work	Agency/Company	Date	\$ Value	Location
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23. Attach a copy of the following:

- a. Articles of Incorporation
- b. Business Charter
- c. Complete, current, audited (or un-audited) balance sheets
- d. Company's operating statement.

ALL OF THE FOREGOING INFORMATION should be in affidavit form and should be subscribed and sworn to by the authorized representative of your business and should contain the following statement at the close thereof, above the signature.

The undersigned does hereby declare that the foregoing statements are true and correct and include all material information necessary to identify and explain the operation of

_____ (company name) thereof. Further, the undersigned does covenant and agree to provide current, complete and accurate information regarding actual work performed, the payment therefore, and any proposed changes in any of the arrangements hereinabove stated and to permit the audit and examination of the books, records, and files of

_____ (company name) by authorized representatives of the Owner.

KISSIMMEE GATEWAY AIRPORT
 TAXIWAY E EXTENSION (24 END)
 AND OBSTRUCTION REMOVAL

INSTRUCTIONS TO BIDDERS

I HEREBY DECLARE AND AFFIRM THAT I am a disadvantaged business as defined by the Department of Transportation/Federal Aviation Administration in the specifications for the work and that I will provide information requested by the Owner to document this fact. It is recognized and acknowledged that the statements herein are being given under oath and any material misrepresentation will be grounds for terminating any contract which may be awarded in reliance hereon.

I SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM TO MAKE THIS AFFIDAVIT.

 (date) (Affiant-Company's Representative)

STATE of _____

COUNTY AND CITY OF _____

On this _____ day of _____, 20____, before me personally appeared _____, known to me to be the person described in the foregoing affidavit and acknowledged that she/he executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

NOTARY SEAL

My commission expires

 NOTARY PUBLIC

EXHIBIT B

MINORITY CONTRACTOR LISTING AGENCIES IN FLORIDA

State of Florida

Office of Supplier Diversity

Florida Department of Management Services

4050 Esplanade Way, Suite 380

Tallahassee, Florida 32399-0950

Telephone: (850) 487-0915

Fax: (850) 922-6852

Web: www.osd.dms.state.fl.us

Florida Department of Transportation Equal Opportunity Office

605 Suwannee Street, M.S. 65

Tallahassee, Florida 32399

Phone: 850-414-4747

Fax: 850-414-4879

Toll-Free: 1-866-374-FDOT (3368)

Florida Black Business Investment Board, Inc.

2019 Centre Pointe Blvd. Ste. 101

Tallahassee, FL 32308

Office: 850-878-0826

Fax: 850-878-4578

Email: keevin.williams@fbbib.com

Web: www.fbib.com

National Association of Minority Contractors NFC

5923 Norwood Avenue, Jacksonville, FL 32208

(904) 766-9299

Broward County Minority Builders Coalition Inc

665 Southwest 27th Avenue, Fort Lauderdale, FL 33312

(954) 792-1121

Miami City - Purchasing Dept, Vendor Registration, Minority Women Business Affairs

Miami, FL 33125

(305) 416-1913

Miami-Dade County - Business Development,

Miami, FL 33125

(305) 375-3111

END OF SECTION

STATEMENT OF BIDDER'S QUALIFICATIONS

(Must Be Completed and Submitted with the Bid)

Each proposer shall furnish with his proposal 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 proposers (or any particular proposer) as the Owner may deem necessary.

1. Name of Proposer: Hubbard Construction Company
2. Business address: 1936 Lee Road, Winter Park, FL 32789
3. Telephone number: 407-645-5500
4. When organized: 1928
5. Where incorporated: Winter Park, FL
6. How many years have you been engaged in the contracting business under the present firm name? Since 1928
7. What is the type of construction work in which you are principally engaged?
Heavy Highway, Civil, Sitework, Paving
8. On separate sheet, list major contracts in past ten years. See attached
9. On separate sheet, list equipment and plant available for this project. See attached
10. Enclose evidence of financial responsibility per General Provisions Section 20-02.
11. Credit available for this Contract \$ 5,000,000
12. On a separate sheet, list all projects over \$50,000 presently under contract by name, gross amount, and percent complete. See attached
13. Have you ever refused to sign a contract at your original proposal? No
14. Have you ever been declared in default on a contract? No
15. Total amount of bonding capacity \$ \$1,500,000,000
16. Total bonding capacity available for the project \$ 512,000,000

KESSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

STATEMENT OF
BIDDER'S QUALIFICATIONS

17. Remarks:

(The above statements must be subscribed and sworn to before a Notary Public.)

Date: 4-12-22

Firm Name: Hubbard Construction Company

By: P. Frederick O'Dea, Jr.
(Signature)

Title: P. Frederick O'Dea, Jr., Secretary & VP

STATE OF Florida

COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Wendy J Vickery
(Name of individual signing)

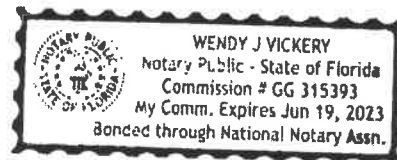
Wendy J Vickery

who, after first being sworn by me, affixed his/her signature in the space provided above on the
12 day of April 2022.

NOTARY PUBLIC

My Commission expires: June 19, 2023

END OF SECTION



**KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL**

BID FORM

BID FORM

(Must be completed and submitted with the Bid)

**FOR: KISSIMMEE GATEWAY AIRPORT
CITY OF KISSIMMEE, FLORIDA**

Submitted: 4-12-22
(DATE)

By: Hubbard Construction Company
(FIRM NAME)

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals, is or are named herein and that no other person other than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company, or parties making a bid, and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that it has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that it has examined the Plans and Specifications and other Contract Documents relative thereto, and has read all of the Addenda furnished prior to the opening of bids, as acknowledged below; and that it has fully informed itself regarding the nature, extent, scope and details of the Work to be performed.

If a Notice of Intent to Award the contract is provided by the Owner, the Bidder shall contract with the City of KISSIMMEE in the form of the Contract Agreement contained in the Contract Documents, furnish all necessary permits, licenses, materials, equipment, machinery, maintenance, tools, apparatus, means of transportation, and labor necessary to complete the Work within the specified Contract Time and as provided for in the Contract Documents and complete the Bid Schedule as follows:

TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL

The description of the proposed work includes but is not limited to the following:

- **The construction of Taxiway Echo pavement, edge lighting, grading, marking, and relocation of navigational aids, as applicable. The Taxiway Echo pavement will be constructed pursuant to the most cost-effective method available based on the geotechnical testing results and other data collection. This project also includes a medium intensity taxiway lighting system, upgrading the system's constant current regulator, vault work, cable and duct markers, junction bases, ground rods, Airport Lighting Control System (ALCS) and other electrical items necessary to meet FAA standards.**
- **The removal of one or more existing hangar buildings and foundations, associated apron pavements, underground utilities, tanks, and other facilities which currently obstruct the proposed alignment and construction of the Taxiway Echo improvements.**

KESSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

BID FORM

..... pursuant to all applicable codes, FAA/FDOT standards, and the available project budget funds.
The work may be divided into multiple bid schedules

Furnish the prescribed Performance Bond and Payment Bond in the form contained in the Contract Documents each for not less than the Total Contract Price; furnish the required evidence of the specified insurance coverage; furnish the required Disadvantaged Business Enterprise data and submittals; and furnish the proof of Authority to Execute required by Paragraph 17 of the Instructions to Bidders.

If the Bidder fails or refuses to execute the Contract Documents, or furnish the Bonds and other required documents as set forth in the Instructions to Bidders within ten (10) calendar days after the date of the Notice of Intent to Award the Contract, the Bid Guaranty accompanying this Bid, and the money payable thereon shall become the property of the Owner. Otherwise, the Bid Guaranty will be returned to the Bidder.

It is understood that the Bid prices stated by the Bidder in the Schedule of Prices Bid is based on the estimated quantities shown and will control in awarding the Contract as provided in the Contract Documents. The correct summation of the correct products, obtained by multiplying the estimated quantities shown in the Schedule of Prices Bid by the unit prices entered therein, will be considered as the Total Bid Price. In the event of a discrepancy between a unit bid price and its extension, the unit bid price will govern. It is further understood that the quantities stated for the various items in the Schedule of Prices Bid are estimates only and may be increased or decreased as provided in the Contract Documents.

Bidder **must** furnish complete Unit Price Bids on **all** of the Bid Items and/or any Alternate Bid Items in the blank spaces provided in the Schedule of Prices Bid. Accordingly, a Bid may be considered unresponsive and may be rejected, in the Owner's sole discretion, if the Bidder fails to submit a complete Bid. The Owner reserves the right of accepting or rejecting any Additive or Alternate Bid Items and/or Bid Schedules.

The Bidder hereby further agrees if awarded the Contract, to commence the Work within ten (10) calendar days following the date of issuance of Notice to Proceed by the Owner, and complete the Work specified within the time limits set forth herein and in the Contract Documents, which time limits the Bidder acknowledges are reasonable. The Bidder agrees that upon issuance of the Notice to Proceed, he will complete the Work designated on Sheet 2. The time of completion for the contracted work shall be in accordance with the Special Provisions.

If the Bidder fails to complete the Work within the scheduled time or any authorized extension thereof, there shall be deducted from the Total Contract Price a sum consisting of **Five Hundred Dollars (\$500.00)** per calendar day plus all costs for any additional Resident Construction Observation, Engineer or Owner related expenses incurred for each calendar day elapsing beyond the specified time for Contract or individual Phase/Stage completion times, in accordance with the Contract Documents as fixed, agreed, and liquidated damages. In any event, the Owner shall have the right to compensatory and consequential damages resulting from the Bidder's delay in completing the Work or otherwise resulting from the Bidder's failure to perform in accordance with the terms and conditions of the Contract Documents.

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

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

BID FORM

issuance of the Plans and Specifications:

Addendum No.	Date	Addendum No.	Date
<u>1</u>	<u>3-28-22</u>	<u> </u>	<u> </u>
<u>2</u>	<u>4-1-22</u>	<u> </u>	<u> </u>
<u>3</u>	<u>4-8-22</u>	<u> </u>	<u> </u>

The Bidder declares that the Prices Bid herein reflect minimum wage rates established for the OSCEOLA County, Florida area by the Secretary of Labor of the United States Department of Labor.

The Bidder agrees to accept in full compensation for each item, the Price named therefore in the Bid Schedule(s) as applicable on the Bid Schedule pages (BS-1 thru BS-3) which follow.

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

BID FORM

Bid Schedule A, Bid Schedule B, and Bid Schedule C
(Must be completed and submitted with the Bid)

For all work required by **Bid Schedule A, plus Bid Schedule B, plus Bid Schedule C**, items in accordance with the applicable Plans, Specifications and other Contract Documents, including the cost of the required Bonds and Insurances, the undersigned submits a Contract Price of:

SEVEN MILLION SEVEN HUNDRED SEVENTY THOUSAND TWO HUNDRED FIVE DOLLARS AND EIGHTY TWO CENTS

(\$ 7,770,205.83), broken down by unit prices, as shown in the "Schedule of Prices Bid"

and based on the Contractor's own detailed Schedule of Values to be subsequently submitted for review and approval, for **Bid Schedule A, Bid Schedule B, and Bid Schedule C**. Attached is a

cashier's check drawn on the N/A bank of

_____ or a Bid Bond on the standard

form of the Owner for the sum of 5% OF BID AMOUNT

DOLLARS (\$ 5% OF BID AMOUNT) according to the requirements of the Instructions to

Bidders, which check or Bid Bond is subject to the conditions and provisions thereof.

(If Bidder is an individual, sign on this line).

N/A _____ (SEAL)

_____ (SEAL)

Address

(If Bidder is a partnership, fill in name of partnership, followed by the signature of the partner signing on behalf of the partnership.)

N/A
A Partnership

By: _____ (SEAL)

KESSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

BID FORM

Name and address of all partners:

N/A

If Bidder is a corporation, fill in the name of the corporation, followed by the signature of the officer signing on behalf of the corporation, followed by the officer's title.

The below Corporation is organized and existing under the laws of the State of Florida, authorized by law to make this Bid and perform all work and furnish materials and equipment required under the Contract Documents, and is authorized to do business in the State of Florida.

Hubbard Construction Company

By: P. Frederick O'Dea, Jr.

(Official Title)

P. Frederick O'Dea, Jr., Secretary & VP
(Affix Corporate Seal)

1936 Lee Rd, Winter Park, FL 32789

(Address)

Attest: WR

Secretary

William Dumas, Assistant Secretary

The full names and residences of persons or firms interested in the foregoing Bid as Principals or Officers (specifically include President, Secretary, and Treasurer and state the corporate office held by all other individuals listed) are as follows:

Alan Cahil President & CEO 1936 Lee Road, Winter Park, FL 32789

P. Frederick O'Dea, Jr. Secretary & VP 1936 Lee Road, Winter Park, FL 32789

Tom Craft VP 1936 Lee Road, Winter Park, FL 32789

William Dumas Assistant Secretary 1936 Lee Road, Winter Park, FL 32789

Bidder: Hubbard Construction CompanyX

EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT

(Must be completed and submitted with the Bid)

Each Bidder shall complete and sign the Equal Opportunity Report Statement. A Bid may be considered unresponsive and may be rejected, in the Owner's sole discretion, if the Bidder fails to provide the fully executed Statement or fails to furnish required data. The Bidder shall also, prior to award, furnish such other pertinent information regarding its employment policies and practices as well as those of its proposed subcontractors as FAA/FDOT, the Owner, or the Executive Vice President of the President's Committee may require.

The Bidder shall furnish similar Statements executed by each of its first-tier and second-tier subcontractors and shall obtain similar compliance by such subcontractor, before awarding subcontracts. No subcontract shall be awarded to any non-complying subcontractor.

**Equal Employment Opportunity Report Statement
as Required in 41 CFR 60-1.7 (b)**

The Bidder shall complete the following statement by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of bid:

1. The Bidder has X has not _____ developed and has on file at each establishment affirmative actions programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.
2. The Bidder has X has not _____ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11246, and 11114 as amended.
3. The Bidder has X has not _____ filed with the Joint Reporting Committee all annual compliance reports on Standard Form 100 (EEO-I Report).
4. The Bidder does X does not _____ employ fifty (50) or more employees.

Hubbard Construction Company
(Name of Bidder)

Dated: 4-12-22

By: P. Frederick O'Dea, Jr.

P. Frederick O'Dea, Jr., Secretary & VP

Bidder: Hubbard Construction Company

**CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY
(Must be completed and submitted with the Bid)**

GENERAL

**BIDDER'S NAME
ADDRESS**

INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NO.

NONSEGREGATED FACILITIES

**NOTICE TO PROSPECTIVE FEDERALLY ASSISTED
CONSTRUCTION CONTRACTORS
(41 CFR 60-1.8)**

- (1) 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.
- (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 NONSEGREGATED FACILITIES**

- (1) A Certification of Nonsegregated Facilities must 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 NON-SEGREGATED 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 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 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, 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, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR
CERTIFICATION OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

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

P. Frederick O'Dea, Jr., Secretary & VP

Name and Title of Signer (Please Type)

P. Frederick O'Dea, Jr.

Signature

4-12-22

Date

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

CERTIFICATION OF NON-SEGREGATED FACILITIES
(Must be completed and submitted with the Bid)

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

Hubbard Construction Company

(Name of Bidder)

By:

Date:

4-12-22

Title: P. Frederick O'Dea, Jr., Secretary & VP

KESSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

BID FORM

Bidder: Hubbard Construction Company

DISADVANTAGED BUSINESS ENTERPRISE DATA
(must be completed and submitted with the Bid)

Contractor's Required Submission. Each prospective Contractor shall complete and include, in his Bid, the following proposed DBE subcontract work. Prior to award of the Contract under this solicitation, the prospective Contractor shall confirm efforts made, to the best of the Contractor's ability, to obtain DBE subcontract participation in this Contract and shall submit the following information concerning proposed and final DBE participation in the Contract.

MBEs		
<u>MBE Subcontractors</u> <u>Names/Addresses/Identity*</u>	<u>Subcontract Work Item</u>	<u>Dollar Value of</u> <u>Subcontract Work</u>
<u>Patriot Prime</u>	<u>Prime Sand Sub</u>	<u>\$15,567.84</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

WBEs		
<u>Women Subcontractors</u> <u>Names/Addresses/Identity*</u>	<u>Subcontract Work Item</u>	<u>Dollar Value of</u> <u>Subcontract Work</u>
<u>Tierra</u>	<u>QA/QC</u>	<u>\$73,495.00</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

OSEs		
<u>Other Socially and</u> <u>Economically Disadvantaged</u> <u>Subcontractors Within the</u> <u>DBE Group</u> <u>Names/Addresses/Identity*</u>	<u>Subcontract Work Item</u>	<u>Dollar Value of</u> <u>Subcontract Work</u>
<u>Torres Electrical Supply (Pruitt)</u>	<u>Electrical Vendor</u>	<u>\$174,000.00</u>
<u>JVD Construction Inc</u>	<u>Flatwork</u>	<u>\$94,815.02</u>
<u>Star Trucking & Construction Services Inc</u>	<u>Trucking</u>	<u>\$29,367.00</u>
<u> </u>	<u> </u>	<u> </u>

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

BID FORM

Total Dollar Value of Subcontract Work
Total Dollar Value of Bid
Total DBE percent

2768189.00
7770205.83
5%

Bidder: Hubbard Construction Company

LIST OF PROPOSED NON-DBE SUBCONTRACTORS
(Must be completed and submitted with the Bid)

Responsible for: Pavement Markings

Name: Fausnight Stripe & Lin Inc.

Address: 910 Charles Street Longwood, FL 32750

Responsible for: Airport Electrical Sub

Name: H.L. Pruitt

Address: 501 Wade Street Winter Springs, FL 32708

Responsible for: Demolition

Name: Paw Demolition

Address: 6640 S.R. 52 Bayonet Point FL 34667

LIST OF PROPOSED NON-DBE SUPPLIERS
(Must be completed and submitted with the Bid)

Responsible for: RCP Material

Name: Rinker Materials

Address: 2313 Vulcan Rd, Apopka FL 32703

Responsible for: MOT Devices

Name: ACME Barricades

Address: 508 Clifton ST, Orlando FL 32808

Responsible for: Clean Storm Pipe

Name: Site Scope Inc

Address: 3433 Lithia Pinecrest Rd #338 Valrico FL 33596

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

BID FORM

Bidder: Hubbard Construction Company

DISADVANTAGED BUSINESS UNAVAILABILITY CERTIFICATION
(Must be completed and submitted with the Bid for each unavailable
DBE contacted. Use copies of this page if necessary.)

I, _____
Secretary & VP

P. Frederick O'Dea, Jr.

(name of officer)

(title)

of Hubbard Construction Company

(name of company)

certify that on

4/12/2022

(date)

I contacted the following disadvantaged contractor to obtain

a bid for the following work to be performed:

Disadvantaged Contractor	Type of Work	Forms of Bid Sought (unit prices, etc.)
WBE Environmental Inc.	Erosion Control	Unit Prices

To the best of my knowledge and belief, said disadvantaged contractor was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid for the following reason(s):

Scope of work too small to make it feasible

Signature: 4/12/2022

Date: _____

P. Frederick O'Dea, Jr.

P. Frederick O'Dea, Jr., Secretary & VP

I, Stacy Long

(name)

Office Manager

(title)

of WBE Environmental, Inc. dba Florida Silt Fencing

(DBE company name)

was offered an opportunity to bid

on the above-identified work on 4/12/2022

(date)

by

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

BID FORM

Stacy Long of WBE Environmental, Inc.
(name) (company name)

The above statement is a true and accurate account of why I did not submit a bid on the project.

Signature: S. Long Date: 4/12/2022
Title: Office Manager

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY
 (This form need not be filled in if all joint venture firms are disadvantaged owned.)

1. Name of joint venture N/A
2. Address of joint venture _____
3. Phone number of joint venture _____
4. Identify the firms which comprise the joint venture. (The DBE partner must complete Exhibit "A" in the Instructions to Bidders.)

- a) Describe the role of the DBE firm in the joint venture:

- b) Describe very briefly the experience and business qualifications of each non-DBE joint venture:

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of the DBE ownership? _____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided in question 6.) Check one.

- ☐ Profit and loss sharing
☐ Capital contributions, including equipment
☐ Other applicable ownership interests

9. Control of and participation in this contract. Identify by name, race, sex and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision-making, including but not limited to, those with prime responsibility for:

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

BID FORM

a) Financial decisions:

b) Management decisions, such as:

1. Estimating _____

2. Marketing and Sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c) Supervision of field operations _____

NOTE: If, after filing this disclosure and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the Owner, either directly or through the Bidder if the joint venture is a subcontractor.

AFFIDAVIT
(Must be completed and submitted with the Bid)

The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venture in the undertaking. Further, the undersigned covenant and agree to provide to the Owner current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venture relevant to the joint venture, by authorized representatives of the Owner or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements.

Hubbard Construction Company

Name of Firm

P. Frederick O'Dea, Jr.
Signature

P. Frederick O'Dea, Jr.

Name

Secretary & VP

Title

4-12-22
Date

Date 4-12-22

State of Florida

County of Orange

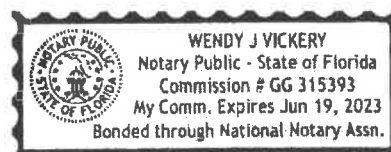
On this 12th day of April, 2022, before me appeared (name)
P. Frederick O'Dea, Jr., to me personally known, who, being duly sworn, did execute the
foregoing affidavit, and did state that he or she was properly authorized by (name of firm)
Hubbard Construction Company to execute the affidavit and did so as his or her free act and
deed.

Notary Public Wendy J Vickery

Wendy J Vickery

Commission Expires 6-19-2023

(Seal)



KISSIMMEE GATEWAY AIRPORT
 TAXIWAY E EXTENSION (24 END)
 AND OBSTRUCTION REMOVAL

BID FORM

AFFIDAVIT
 (continued)

Hubbard Construction Company

Name of Firm

P. Frederick O'Dea Jr.
 Signature

P. Frederick O'Dea, Jr.

Name

Secretary & VP

Title

4-12-22
 Date

Date *4-12-22*

State of *FLORIDA*

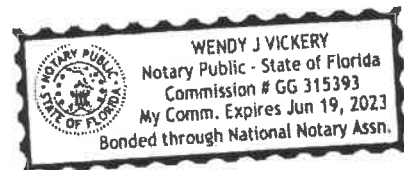
County of *Orange*

On this 12th day of April, 20 22, before me appeared (name)
P. Frederick O'Dea Jr., to me personally known, who, being duly sworn, did execute the
 foregoing affidavit, and did state that he or she was properly authorized by (name of firm)
Hubbard Construction Co. to execute the affidavit and did so as his or her free act and
 deed.

Notary Public *Wendy J Vickery*

Commission Expires *6-19-23*

(Seal)



BUY AMERICAN CERTIFICATE (JAN 1991)

(Must be completed and submitted with the Bid)

By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, is produced in the United States (as defined in the clause *Buy American - Steel and Manufactured Products* or *Buy American - Steel and Manufactured Products for Construction Contracts Title 49 U.S.C., Chapter 501*) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Offerors may obtain a listing of articles, materials, and supplies excepted from this provision from Appendix 1, Section G of the bid documents.

Contractor shall list any and all steel and manufactured products below NOT manufactured in the United States.

PRODUCT	COUNTRY OF ORIGIN
N/A	

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**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(Must be completed and submitted with the Bid)**

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 to City of Kissimmee
(print name of the public entity)

by P. Frederick O'Dea, Jr., Secretary & VP
(print individual's name and title)

for Hubbard Construction Company
(print name of entity submitting sworn statement)

Whose business address is 1936 Lee Rd, Winter Park, FL 32789

and (if applicable) its Federal Employer Identification Number (FEIN is 59-0594298)
(If the entity has no FEIN, include the Social Security number of the individual signing this
sworn statement: N/A.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(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.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime: or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners' shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's-length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public

KISSIMMEE GATEWAY AIRPORT
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 AND OBSTRUCTION REMOVAL

PUBLIC ENTITY CRIMES
 SWORN STATEMENT FORM

entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. 1 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 an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Indicate which statement applies). Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

___The entity submitting this sworn statements or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH I (ONE) ABOVE, IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Hubbard Construction Company

(Signature)

P. Frederick O'Dea, Jr., Secretary & VP

Date:

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

PUBLIC ENTITY CRIMES
SWORN STATEMENT FORM

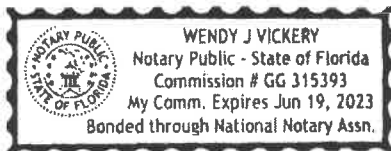
STATE OF FLORIDA)
)ss
COUNTY OF Orange)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me who is personally known to me or who has produced as identification and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of April 2022

Signature of Notary [Handwritten Signature]

Printed Name of Notary Wendy J Vickery



(S E A L)

Notary Public State of Florida

My Commission Expires: June 19, 2023

Commission Number: GG315393

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

PUBLIC ENTITY CRIMES
SWORN STATEMENT FORM

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**CERTIFICATION OF OFFERER/BIDDER REGARDING
TAX DELINQUENCY AND FELONY CONVICTIONS
(Must be completed and submitted with the Bid)**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications:

1. The applicant represents that it is () is not ☒ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it is () is not ☒ is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venture in the undertaking. Further, the undersigned covenant and agree to provide to the Owner current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venture relevant to the joint venture, by authorized representatives of the Owner or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements.

Hubbard Construction Company

Name of Firm

P. F. Anderson, Clerk

Signature

4-12-22

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

TAX DELINQUENCY AND
FELONY CONVICTIONS FORM

Name

P. Frederick O'Dea, Jr.

Title

Secretary & VP

Date

4/12/22

State of Florida

County of Orange

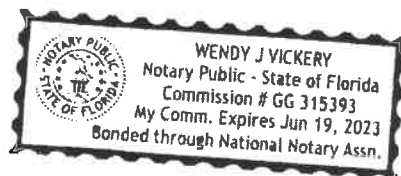
On this 4 day of April, 2022, before me appeared (name)
P. Frederick O'Dea, Jr., Secretary & VP, to me personally known, who, being duly sworn, did execute
the foregoing affidavit, and did state that he or she was properly authorized by (name of firm)
Hubbard Construction Company to execute the affidavit and did so as his or her free act and
deed.

Notary Public

Wendy J Vickery
Wendy J Vickery

Commission Expires June 19, 2023

(Seal)



Eurovia
O4132-REV1
Ritchey, Jon

Kissimmee Airport-Taxiway- REVISED

Kissimmee Airport-Taxiway- REVISED

10/19/2022 15:36

Code	Desc	Quan	Units	Price	Total
	SUB-TOTAL BID SCHEDULE A				\$0.00
	SUB-TOTAL BID SCHEDULE A1				\$0.00
505	15" RCP, Class V	12.000	LF	\$178.86	\$2,146.32
510	14"x23" ERCP, Class V	2,012.000	LF	\$193.05	\$388,416.60
515	FDOT Type E Inlet, Modified, A/C Load Rated Grate	8.000	EA	\$17,270.74	\$138,165.92
520	15" MES	1.000	EA	\$2,316.73	\$2,316.73
525	14"x23" MES	8.000	EA	\$2,349.74	\$18,797.92
530	FDOT PCC Ditch Paving	300.000	SY	\$131.25	\$39,375.00
535	2.25" Depth Cold Milling	2,150.000	SY	\$6.60	\$14,190.00
537	Full Depth Pavement Demolition (ACC or PCC) (A)	11,270.000	SY	\$3.22	\$36,289.40
540	Full Depth Pavement Demolition (ACC or PCC)	18,003.000	SY	\$2.66	\$47,887.98
545	Drainage Pipe Demolition	251.000	LF	\$34.10	\$8,559.10
550	Storm Structure Demolition	4.000	EA	\$1,808.00	\$7,232.00
555	Clearing and Grubbing - Buildings, Foundations, AG	2,556.000	SY	\$30.99	\$79,210.44
557	Unclassified Excavation (A)	1,984.000	CY	\$20.67	\$41,009.28
560	Unclassified Excavation	3,264.000	CY	\$53.61	\$174,983.04
564	Borrow Excavation (A)	588.000	CY	\$36.70	\$21,579.60
565	Borrow Excavation	612.000	CY	\$36.70	\$22,460.40
570	6" Stripping and Stockpiling	23,954.000	SY	\$1.87	\$44,793.98
575	6" Subbase Course	17,141.000	SY	\$17.32	\$296,882.12
580	6" Subbase Course - Stabilized Shoulders	7,650.000	SY	\$17.11	\$130,891.50
585	Recycled Concrete Aggregate Base Course	15,941.000	SY	\$15.32	\$244,216.12
590	Asphalt Mix Pavement, Surface Course	3,850.000	TON	\$219.00	\$843,150.00
595	Asphalt Mix Pavement, Leveling Course	280.000	TON	\$402.00	\$112,560.00
600	Emulsified Asphalt Prime Coat	15,304.000	SY	\$0.48	\$7,345.92
605	Joint Sealing Filler, Rout, Clean, and Seal Asphal	2,000.000	LF	\$12.00	\$24,000.00
610	Run/Taxiway Painting, TEMP, No Beads, White/Yellow	12,750.000	SF	\$1.00	\$12,750.00
615	Run/Taxiway Painting, PERM, No Beads, Black	12,240.000	SF	\$0.65	\$7,956.00
620	Run/Taxiway Paint, PERM, w/Glass, White/Yell/Red	15,300.000	SF	\$1.70	\$26,010.00
625	Remove Existing Markings	2,560.000	SF	\$2.40	\$6,144.00
630	Sodding	27,500.000	SY	\$4.99	\$137,225.00
635	Demolish Existing Fence	500.000	LF	\$6.85	\$3,425.00
640	7' Chain Link Fence, w/ 1' Barbed Wire	400.000	LF	\$50.84	\$20,336.00
	SUB-TOTAL BID SCHEDULE B				\$2,960,305.37
705	Temporary Power & Temporary Airfield Lighting/Sign	1.000	LS	\$10,000.00	\$10,000.00
710	Electrical Demolition	1.000	LS	\$10,000.00	\$10,000.00
715	Existing Unforeseen or Unanticipated Item requirin	1.000	EA	\$300.00	\$300.00
720	Existing Unforeseen or Unanticipated Item requirin	1.000	EA	\$500.00	\$500.00
725	L-806(L), Style 1B, Size 1, LED Internally Lighted	1.000	LS	\$15,000.00	\$15,000.00
730	1/C L-824-Type C Unshielded 8 AWG 5 KV Stranded Co	9,000.000	LF	\$1.70	\$15,300.00
735	1/C 2 AWG Copper Counterpoise Wire, installed over	5,900.000	LF	\$2.50	\$14,750.00
740	0.75" Diameter By 10.00' Long Copper Clad Steel Se	160.000	EA	\$150.00	\$24,000.00
745	1 Way 2" Schedule 40 PVC Direct Earth Buried Duct	5,000.000	LF	\$9.00	\$45,000.00
750	2 Way 2" Schedule 40 PVC Direct Earth Buried Duct	100.000	LF	\$15.00	\$1,500.00
755	1 Way 2" Schedule 40 PVC Concrete Encased Duct	300.000	LF	\$20.00	\$6,000.00
760	2 Way 2" Schedule 40 PVC Concrete Encased Duct	200.000	LF	\$30.00	\$6,000.00
765	1 Way 4" Split Duct	300.000	LF	\$20.00	\$6,000.00
770	Junction Can Plaza - Two L-867D Cans	3.000	EA	\$4,000.00	\$12,000.00
775	L-858(L) Sign - Single/Double Face, LED, Size 2 -	4.000	EA	\$5,000.00	\$20,000.00
780	L-858(L) Sign - Single/Double Face, LED, Size 2 -	2.000	EA	\$6,000.00	\$12,000.00
785	L-861T(L) Omnidirectional,Blue,LED,Taxiway Edge T	52.000	EA	\$1,500.00	\$78,000.00
790	Field Lightning Arrestor Assembly	4.000	EA	\$700.00	\$2,800.00
795	L-849I(L), Style E, REIL System - Runway 24, New C	1.000	LS	\$31,000.00	\$31,000.00
	SUB-TOTAL BID SCHEDULE B1				\$310,150.00
805	Temporary Power & Temporary Airfield Lighting/Sign	1.000	LS	\$1,500.00	\$1,500.00
810	Airfield Light Cntrl Sys Mods: Vendor (ALLOWANCE)	1.000	AL	\$30,000.00	\$30,000.00
815	Airfield Lighting Control System Mods: Contractor	1.000	LS	\$1,584.94	\$1,584.94
820	Airfield Electrical Vault Modifications	1.000	LS	\$1,500.00	\$1,500.00
825	Short Circuit/Coordination/Device Evaluation/Arc F	1.000	LS	\$2,500.00	\$2,500.00
830	7.5kW, L-828 Constant Current Regulator - 3 Step -	1.000	EA	\$16,000.00	\$16,000.00
905	Contractor Quality Control Program (CQCP)	1.000	LS	\$180,000.00	\$180,000.00
910	Temporary Air and Water Pollution, Soil Erosion, a	1.000	LS	\$420,000.00	\$420,000.00
915	Dewatering	1.000	LS	\$105,000.00	\$105,000.00
920	Construction Survey	1.000	LS	\$151,000.00	\$151,000.00
925	Mobilization (Limited to 10%)	1.000	LS	\$533,500.00	\$533,500.00
930	Construction Safety & Phasing Plan (CSPP)	1.000	LS	\$622,000.00	\$622,000.00
	SUB-TOTAL BID SCHEDULE C				\$2,064,584.94
	JOB TOTAL >>>>>				\$5,335,040.31

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

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KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL

N.I.C.

CONTRACTOR:

HUBBARD CONSTRUCTION

BID SCHEDULE A - AIRFIELD CIVIL - FAA NON-ELIGIBLE

INDEX	PAY ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	LINE TOTAL
1	D-701-3	24"x38"ERCPC, Class V	388	LF	\$304.84	\$118,277.92
2	D-751-1	FDOT Manhole, Type J Bottom, A/C Load Rated Cover	2	EA	\$22,286.67	\$44,573.34
3	D-751-2	FDOT Type E Inlet, Modified, A/C Load Rated Grate	4	EA	\$17,270.73	\$69,082.92
4	P-101-2	Full Depth Pavement Demolition (ACC or PCC)	11270	SY	\$3.22	\$36,289.40
5	P-101-3	Drainage Pipe Demolition	170	LF	\$38.31	\$6,512.70
6	P-101-4	Storm Structure Demolition	4	EA	\$1,808.00	\$7,232.00
7	P-152-1	Unclassified Excavation	1984	CY	\$20.67	\$40,999.36
8	P-152-2	Borrow Excavation	588	CY	\$36.70	\$21,579.60
9	P-152-3	6" Stripping and Stockpiling	21093	SY	\$3.25	\$68,553.50
10	P-154-1	6" Subbase Course	16469	SY	\$17.32	\$285,239.91
11	P-154-2	6" Subbase Course - Stabilized Shoulders	7350	SY	\$16.93	\$124,435.50
12	P-219-1	Recycled Concrete Aggregate Base Course	14066	SY	\$15.39	\$216,482.36
13	P-401-1	Asphalt Mix Pavement, Surface Course	2750	TON	\$219.15	\$602,662.50
14	P-602-1	Emulsified Asphalt Prime Coat	14704	SY	\$0.48	\$7,058.06
15	P-620-1	Runway and Taxiway Painting, Temporary, No Beads, White/Yellow	12250	SF	\$1.00	\$12,250.00
16	P-620-2	Runway and Taxiway Painting, Permanent, No Beads, Black	11760	SF	\$0.65	\$7,644.00
17	P-620-3	Runway and Taxiway Painting, Permanent, With Glass Beads, White/Yellow/Red	14700	SF	\$1.70	\$24,990.00
18	T-904-1	Sodding	24500	SY	\$5.03	\$123,235.00

SUB-TOTAL BID SCHEDULE A (WRITTEN IN NUMERALS) \$1,817,098.07

SUB-TOTAL BID SCHEDULE A (WRITTEN IN WORDS):

ONE MILLION EIGHT HUNDRED SEVENTEEN THOUSAND NINETY EIGHT DOLLARS AND SEVEN CENTS



KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL

See Revised List of Quantities/Totals

CONTRACTOR:

Hubbard Construction

BID SCHEDULE A1 - AIRFIELD ELECTRICAL - FAA NON-ELIGIBLE

INDEX	PAY ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	LINE TOTAL
1	L-104-1	Temporary Power & Temporary Airfield Lighting/Signage/Navigation Facilities	1	LS	\$15,000.00	\$15,000.00
2	L-105-1	Electrical Demolition	1	LS	\$13,500.00	\$13,500.00
3	L-108-1	1/C L-824-Type C Unshielded 8 AWG 5 KV Stranded Copper Cable, Installed in Duct or Conduit	30000	LF	\$1.70	\$51,000.00
4	L-108-2	1/C 2 AWG Copper Counterpoise Wire, installed over cable, duct or conduit	6650	LF	\$2.50	\$16,625.00
5	L-108-3	0.75" Diameter By 10.00' Long Copper Clad Steel Sectional Rod	240	EA	\$150.00	\$36,000.00
6	L-110-1	1 Way 2" Schedule 40 PVC Direct Earth Buried Duct	3800	LF	\$9.00	\$34,200.00
7	L-110-2	2 Way 2" Schedule 40 PVC Direct Earth Buried Duct	550	LF	\$15.00	\$8,250.00
8	L-110-3	3 Way 2" Schedule 40 PVC Direct Earth Buried Duct	550	LF	\$25.00	\$1,250.00
9	L-110-4	4 Way 2" Schedule 40 PVC Direct Earth Buried Duct	350	LF	\$30.00	\$10,500.00
10	L-110-5	6 Way 2" Schedule 40 PVC Direct Earth Buried Duct	300	LF	\$40.00	\$12,000.00
11	L-110-6	8 Way 2" Schedule 40 PVC Direct Earth Buried Duct	350	LF	\$50.00	\$17,500.00
12	L-110-7	2 Way 4" Schedule 40 PVC Direct Earth Buried Duct	150	LF	\$40.00	\$6,000.00
13	L-110-8	1 Way 2" Schedule 40 PVC Concrete Encased Duct	150	LF	\$20.00	\$3,000.00
14	L-110-9	2 Way 2" Schedule 40 PVC Concrete Encased Duct	500	LF	\$30.00	\$15,000.00
15	L-110-10	4 Way 2" Schedule 40 PVC Concrete Encased Duct	100	LF	\$40.00	\$4,000.00
16	L-110-11	8 Way 2" Schedule 40 PVC Concrete Encased Duct	150	LF	\$60.00	\$9,000.00
17	L-110-12	1 Way 4" Split Duct	200	LF	\$20.00	\$4,000.00
18	L-115-1	Junction Can Plaza - Two L-867D Cans	4	EA	\$4,000.00	\$16,000.00
19	L-115-2	Junction Can Plaza - Two L-867E Cans	3	EA	\$6,000.00	\$18,000.00
20	L-115-3	Junction Can Plaza - Eight L-867D Cans	2	EA	\$12,000.00	\$24,000.00
21	L-125-1	L-858(L) Sign - Single/Double Face, LED, Size 2 - 1 Module	2	EA	\$4,000.00	\$8,000.00
22	L-125-2	L-858(L) Sign - Single/Double Face, LED, Size 2 - 2 Module	2	EA	\$5,000.00	\$10,000.00
23	L-125-3	L-858(L) Sign - Single/Double Face, LED, Size 2 - 3 Module	8	EA	\$6,000.00	\$48,000.00



KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL
(continued)

See Revised List of Quantities/Totals

CONTRACTOR: 0

HUBBARD Construction

BID SCHEDULE A1 - AIRFIELD ELECTRICAL - FAA NON-ELIGIBLE

INDEX	PAY ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	LINE TOTAL
24	L-125-4	L-852D(L) MIRL Runway Edge Light - Clear/Clear (N)	2	EA	\$3,000.00	\$6,000.00
25	L-125-5	L-861T(L) Omnidirectional, Blue, LED, Taxiway Edge Light (N)	2	EA	\$1,500.00	\$3,000.00
26	L-125-6	L-861T(L) Omnidirectional, Blue, LED, Taxiway Edge Light (T)	59	EA	\$1,500.00	\$88,500.00
27	L-125-7	Field Lightning Arrestor Assembly	3	EA	\$700.00	\$2,100.00

SUB-TOTAL BID SCHEDULE A1 (WRITTEN IN NUMERALS) \$480,425.00

SUB-TOTAL BID SCHEDULE A1 (WRITTEN IN WORDS):

FOUR HUNDRED EIGHTY THOUSAND FOUR HUNDRED TWENTY AND ZERO CENTS
FIVE DOLLARS



KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL

See Revised List of Quantities/Totals

CONTRACTOR:

HUBBARD Construction

BID SCHEDULE B - FAA ELIGIBLE

INDEX	PAY ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	LINE TOTAL
1	D-701-1	15" RCP, Class V	12	LF	\$178.86	\$2,146.32
2	D-701-2	14"x23" ERCP, Class V	2012	LF	\$193.05	\$388,416.60
3	D-751-2	FDOT Type E Inlet, Modified, A/C Load Rated Grate	8	EA	\$17,270.74	\$138,165.92
4	D-752-1	15" MES	1	EA	\$2,316.73	\$2,316.73
5	D-752-2	14"x23" MES	8	EA	\$2,349.74	\$18,797.92
6	D-754-1	FDOT PCC Ditch Paving	300	SY	\$131.25	\$39,375.00
7	P-101-1	2.25" Depth Cold Milling	2150	SY	\$6.60	\$14,190.00
8	P-101-2	Full Depth Pavement Demolition (ACC or PCC)	18003	SY	\$2.66	\$47,887.98
9	P-101-3	Drainage Pipe Demolition	251	LF	\$34.10	\$8,559.10
10	P-101-4	Storm Structure Demolition	4	EA	\$1,808.00	\$7,232.00
11	P-151-1	Clearing and Grubbing - Buildings, Foundations, AG and UG Utilities, Fuel Tanks, Trees, and Vegetation	2556	SY	\$30.99	\$79,210.44
12	P-152-1	Unclassified Excavation	3264	CY	\$53.61	\$175,008.77
13	P-152-2	Borrow Excavation	612	CY	\$36.70	\$22,460.40
14	P-152-3	6" Stripping and Stockpiling	23954	SY	\$1.87	\$44,794.62
15	P-154-1	6" Subbase Course	17141	SY	\$17.32	\$296,882.35
16	P-154-2	6" Subbase Course - Stabilized Shoulders	7650	SY	\$17.11	\$130,891.50
17	P-219-1	Recycled Concrete Aggregate Base Course	15941	SY	\$15.32	\$244,209.53
18	P-401-1	Asphalt Mix Pavement, Surface Course	3850	TON	\$219.00	\$843,150.00
19	P-401-2	Asphalt Mix Pavement, Leveling Course	280	TON	\$402.00	\$112,560.00
20	P-602-1	Emulsified Asphalt Prime Coat	15304	SY	\$0.48	\$7,346.15
21	P-605-1	Joint Sealing Filler, Rout, Clean, and Seal Asphalt Cracks and Joints	2000	LF	\$12.00	\$24,000.00
22	P-620-1	Runway and Taxiway Painting, Temporary, No Beads, White/Yellow	12750	SF	\$1.00	\$12,750.00
23	P-620-2	Runway and Taxiway Painting, Permanent, No Beads, Black	12240	SF	\$0.65	\$7,956.00
24	P-620-3	Runway and Taxiway Painting, Permanent, With Glass Beads, White/Yellow/Red	15300	SF	\$1.70	\$26,010.00

MARCH 2022

AVCON, INC.



KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL
(continued)

See Revised List of Quantities/Totals

HUBBARD Construction

CONTRACTOR: 0

BID SCHEDULE B - FAA ELIGIBLE

INDEX	PAY ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	LINE TOTAL
25	P-620-4	Remove Existing Markings	2560	SF	\$2.40	\$6,144.48
26	T-904-1	Sodding	27500	SY	\$4.99	\$137,225.00
27	F-162-1	Demolish Existing Fence	500	LF	\$6.85	\$3,425.00
28	F-162-2	7' Chain Link Fence, w/ 1' Barbed Wire	400	LF	\$50.84	\$20,336.00

SUB-TOTAL BID SCHEDULE B (WRITTEN IN NUMERALS) \$2,861,447.82

SUB-TOTAL BID SCHEDULE B (WRITTEN IN WORDS):

Two Million Eight Hundred Sixty One Thousand Four Hundred Forty Seven ¹/₁₀₀ Cent



KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL

See Revised List of Quantities/Totals

CONTRACTOR:

Hubbard Construction

BID SCHEDULE B1 - AIRFIELD ELECTRICAL - FAA ELIGIBLE

INDEX	PAY ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	LINE TOTAL
1	L-104-1	Temporary Power & Temporary Airfield Lighting/Signage/Navigation Facilities	1	LS	\$10,000.00	\$10,000.00
2	L-105-1	Electrical Demolition	1	LS	\$10,000.00	\$10,000.00
3	L-105-2	Existing Unforeseen or Unanticipated Item requiring demolition less than 125 cubic feet in size	1	EA	\$300.00	\$300.00
4	L-105-3	Existing Unforeseen or Unanticipated Item requiring demolition greater than 125 cubic feet but less than 250 cubic feet in size	1	EA	\$500.00	\$500.00
5	L-107-1	L-806(L), Style 1B, Size 1, LED Internally Lighted Wind Cone, with L-810(L) Obstruction Light	1	LS	\$15,000.00	\$15,000.00
6	L-108-1	1/C L-824-Type C Unshielded 8 AWG 5 KV Stranded Copper Cable, Installed in Duct or Conduit	9000	LF	\$1.70	\$15,300.00
7	L-108-2	1/C 2 AWG Copper Counterpoise Wire, installed over cable, duct or conduit	5900	LF	\$2.50	\$14,750.00
8	L-108-3	0.75" Diameter By 10.00' Long Copper Clad Steel Sectional Ground Rod	160	EA	\$150.00	\$24,000.00
9	L-110-1	1 Way 2" Schedule 40 PVC Direct Earth Buried Duct	5000	LF	\$9.00	\$45,000.00
10	L-110-2	2 Way 2" Schedule 40 PVC Direct Earth Buried Duct	100	LF	\$15.00	\$1,500.00
11	L-110-8	1 Way 2" Schedule 40 PVC Concrete Encased Duct	300	LF	\$20.00	\$6,000.00
12	L-110-9	2 Way 2" Schedule 40 PVC Concrete Encased Duct	200	LF	\$30.00	\$6,000.00
13	L-110-12	1 Way 4" Split Duct	300	LF	\$20.00	\$6,000.00
14	L-115-1	Junction Can Plaza - Two L-867D Cans	3	EA	\$4,000.00	\$12,000.00
15	L-125-2	L-858(L) Sign - Single/Double Face, LED, Size 2 - 2 Module	4	EA	\$5,000.00	\$20,000.00
16	L-125-3	L-858(L) Sign - Single/Double Face, LED, Size 2 - 3 Module	2	EA	\$6,000.00	\$12,000.00
17	L-125-6	L-861(L) Omnidirectional, Blue, LED, Taxiway Edge Light (T)	52	EA	\$1,500.00	\$78,000.00
18	L-125-7	Field Lightning Arrestor Assembly	4	EA	\$700.00	\$2,800.00
19	L-155-1	L-849(L), Style E, REIL System - Runway 24, New Complete	1	LS	\$31,000.00	\$31,000.00

SUB-TOTAL BID SCHEDULE B1 (WRITTEN IN NUMERALS) \$310,150.00

SUB-TOTAL BID SCHEDULE B1 (WRITTEN IN WORDS):

THREE HUNDRED TEN THOUSAND ONE HUNDRED FIFTY AND ZERO CENTS DOLLARS



KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL

See Revised List of Quantities/Totals

CONTRACTOR:

HUBBARD Construction

BID SCHEDULE C - MOBILIZATION AND ELECTRICAL VAULT WORK ITEMS - FAA ELIGIBLE

INDEX	PAY ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	LINE TOTAL
1	L-104-1	Temporary Power & Temporary Airfield Lighting/Signage/Navigational Facilities	1	LS	\$1,500.00	\$1,500.00
2	L-109-1	Airfield Lighting Control System Modifications: Vendor	1	AL	\$30,000.00	\$30,000.00
3	L-109-2	Airfield Lighting Control System Modifications: Contractor	1	LS	\$1,584.94	\$1,584.94
4	L-109-3	Airfield Electrical Vault Modifications	1	LS	\$1,500.00	\$1,500.00
5	L-109-4	Short Circuit/Coordination/Device Evaluation/Arc Flash Analysis	1	LS	\$2,500.00	\$2,500.00
6	L-109-5	7.5kW, L-828 Constant Current Regulator - 3 Step - 240V	1	EA	\$16,000.00	\$16,000.00

MOBILIZATION ITEMS

INDEX	PAY ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	LINE TOTAL
7	C-100-1	Contractor Quality Control Program (CQCP)	1	LS	\$180,000.00	\$180,000.00
8	C-102-1	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	1	LS	\$420,000.00	\$420,000.00
9	C-102-2	Dewatering	1	LS	\$105,000.00	\$105,000.00
10	P-100-1	Construction Survey	1	LS	\$151,000.00	\$151,000.00
11	C-105-1	Mobilization (Limited to 70%)	1	LS	\$770,000.00	\$770,000.00
12	C-105-2	Construction Safety & Phasing Plan (CSPP)	1	LS	\$622,000.00	\$622,000.00

SUB-TOTAL BID SCHEDULE C (WRITTEN IN NUMERALS) \$2,301,084.94

SUB-TOTAL BID SCHEDULE C (WRITTEN IN WORDS):

TWO MILLION THREE HUNDRED ONE THOUSAND EIGHTY FOUR DOLLARS AND 94 CENTS.

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

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KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned
Hubbard Construction Company _____, as Principal, and
Liberty Mutual Insurance Company _____, as
Surety, are held and firmly bond into The City of Kissimmee, Florida, hereinafter called the "Owner"
in the Penal sum of Five Percent of the Amount Bid DOLLARS
(\$ 5% Amount Bid) for the payment of which, well and truly to be made we jointly and severally
bind ourselves, our heirs, executors, administrators, successors, and assigns firmly by these
presents.

SIGNED THIS 24th DAY OF March, 2022

The condition of the above obligation is such that whereas the Principal has submitted to the Owner
a certain Bid, attached hereto and made a part hereof, to enter into a contract in writing to construct
the following:

TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL

The description of the proposed work includes but is not limited to the following:

- The construction of Taxiway Echo pavement, edge lighting, grading, marking, and relocation of navigational aids, as applicable. The Taxiway Echo pavement will be constructed pursuant to the most cost-effective method available based on the geotechnical testing results and other data collection. This project also includes a medium intensity taxiway lighting system, upgrading the system's constant current regulator, vault work, cable and duct markers, junction bases, ground rods, Airport Lighting Control System (ALCS) and other electrical items necessary to meet FAA standards.
- The removal of one or more existing hangar buildings and foundations, associated apron pavements, underground utilities, tanks, and other facilities which currently obstruct the proposed alignment and construction of the Taxiway Echo improvements.

..... pursuant to all applicable codes, FAA/FDOT standards, and the available project budget funds.
The work may be divided into multiple bid schedules

NOW, THEREFORE,

- (a) if said Bid shall be rejected, or
- (b) if ninety (90) days expire from the time and date fixed for opening of Bids before Notice of Intent to Award the Contract is given to Principal, or

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

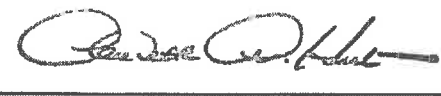
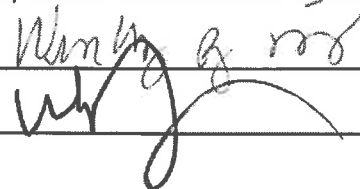
BID BOND

(c) if Notice of Intent to Award the Contract is given to the Principal and the Principal shall, execute and deliver a Contract in the form of Contract Agreement contained in the Contract Documents, properly completed in with the Instructions to Bidders, and shall furnish a Performance Bond for its faithful performance of the Contract, and a Payment Bond for the payment of all persons performing labor or furnishing materials or supplies in connection therewith, in the forms contained in the Contract Documents and shall provide satisfactory evidence of all required insurance coverage and shall provide evidence satisfactory to the Owner of the authority of the person or persons executing the Contract and all other documents on its behalf and shall provide the statements, certifications and data relating to Equal Employment Opportunity, Non-Segregated Facilities and Disadvantaged Business Enterprise identified in the Instructions to Bidders and shall in all other respects perform its obligations pursuant to the terms of the Bid, then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the Penal Sum of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall in no way be impaired or affected by an extension of the time within which the Owner may provide Notice of Intent to Award the Contract or within which the Principal or the Owner may execute, deliver, furnish, provide or perform its obligations and the Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed, sealed and delivered in the presence of:



(Counter-Signature of Florida
Resident Agent)
Claudette Alexander Hunt
FL Resident Agent Lic. No. P134371

Hubbard Construction Company

Principal

By: P. Frederick O'Dea, Jr.
(Name and Title)
(SEAL)

P. Frederick O'Dea, Jr., Secretary & VP

Liberty Mutual Insurance Company

Surety

By: Sandra Diaz
(Name and Title) Sandra Diaz,
(SEAL) Attorney-in-Fact

NOTE: If Principal or Surety are corporations, the respective corporate seals should be affixed and attached.

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

BID BOND

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

BID BOND

Bidder: Hubbard Construction Company

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, P. Frederick O'Dea, Jr., certify that I am the Secretary of
the Corporation named as Principal in the foregoing Bid Bond; that
P. Frederick O'Dea, Jr. who signed the said bonds on
behalf of the Principal, was then Secretary & VP of said corporation; that I
know his signature and his signature thereto is genuine; and that said bonds were duly signed,
sealed and attested to for and in behalf of said corporation by authority of its governing body.

P. Frederick O'Dea, Jr.
Secretary
(Corporate Seal)

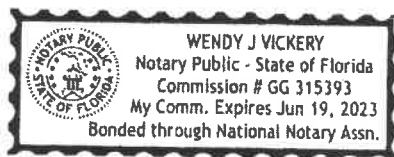
P. Frederick O'Dea, Jr., Secretary & VP

STATE OF Florida

COUNTY OF Orange

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:
P. Frederick O'Dea, Jr. to me well known, who being by me first duly sworn
upon oath says that he is the attorney in fact for the Hubbard Construction Company and that (he/she)
has been authorized by The Board to
execute the foregoing bond on behalf of the Contractor named herein in favor of the Owner.

Subscribed and sworn to before me this 12th day of April 2022,
20 .



Wendy J. Vickery
Notary Public State of Florida
My commission expires 6/19/2023

ACKNOWLEDGEMENT OF SURETY

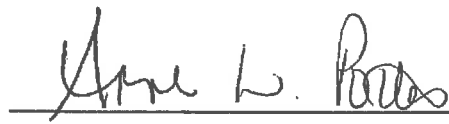
State of New York

County of Queens

On this 24th day of March in the year 2022 before me personally came to me known, who, being by me duly sworn, did depose and say that Sandra Diaz he/she resides in New York, NY that he/she is the Attorney-In-Fact for

Liberty Mutual Insurance Company

the corporation described in and which executed the attached instrument; and that he/she signed his/her name thereto by Order of the Board of Directors of the said Corporation.



Notary Public Anne L. Potter

ANNE L. POTTER NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01PO6283845 Qualified in Queens County Commission Expires 06-17-2025



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205735-015009**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aklima Noorhassan; Anne Potter; Cynthia Farrell; Debra A. Deming; Frances Rodriguez; Francesca Kazmierczak; Jennifer L. Jakaitis; Kemal Brkanovic; Nancy Schnee; Pablo Garcia Horcajo; Peter Healy; Sandra Diaz; Susan A. Welsh; Valorie Spates

all of the city of New York state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of June, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of March, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

CLAUDETTE ALEXANDER HUNT

License Number : P134371

Resident Insurance License

- 0220 - GENERAL LINES (PROP & CAS)

Issue Date

02/21/2008

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at <http://www.myfloridacfo.com/agents/>.



Jeff Atwater
Chief Financial Officer
State of Florida



THIS IS TO CERTIFY, that the Board of Directors of Hubbard Construction Company, at its January 3, 2022 meeting, on motion duly made, seconded and unanimously carried, authorized Patrick Sulliot, Chairman of the Board, Alan M. Cahill, President and CEO, P. Frederick O'Dea, Jr., Vice President, CFO, Secretary & Treasurer, Thomas O. Craft, Senior Vice President, Gregory T. Gledhill, General Counsel and Assistant Secretary and William Dumas, Assistant Secretary to execute Change Orders and Contracts on behalf of the Corporation, effective on or after January 1, 2022.

A handwritten signature in dark ink, appearing to read "P. Frederick O'Dea, Jr.", is written over a horizontal line.

P. Frederick O'Dea, Jr., Secretary



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



KANADAY, JOSEPH MICHAEL

HUBBARD CONSTRUCTION COMPANY

PO BOX 547217

ORLANDO FL 32854

LICENSE NUMBER: CGC059695

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
04/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
INSURED Hubbard Construction Company 1936 Lee Road Winter Park, FL 32789	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	
	INSURER B: XL Specialty Insurance Company	
	INSURER C: American Zurich Insurance Company	
	INSURER D: National Fire & Marine Insurance Company	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** W24549963**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		GLO0184998-06	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 5,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
		MED EXP (Any one person) \$ 15,000				
		PERSONAL & ADV INJURY \$ 5,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC					GENERAL AGGREGATE \$ 10,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 10,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY	☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	BAP0184997-06	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE		US00064220LI21A	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 10,000,000
	☒ DED ☐ RETENTION \$ 10,000					AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ No	WC0184999-06	10/01/2021	10/01/2022	☒ PER STATUTE ☐ OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Builders Risk/Installation Water Damage Transit		MBR7916193-01	10/01/2021	10/01/2022	Special form incl per theft \$100,000,000
						\$100,000,000
						\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella Extends over the General Liability, Auto Liability and Workers' Compensation Employers' Liability.

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

For Informational Purpose Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Charles T. Draper</i>

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Hubbard Construction Company 1936 Lee Road Winter Park, FL 32789	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Umbrella is follow-form Primary policies

INSURER AFFORDING COVERAGE: National Fire & Marine Insurance Company NAIC#: 20079
 POLICY NUMBER: 42-CPL-308939-03 EFF DATE: 10/01/2021 EXP DATE: 10/01/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Liability	Each Claim	\$5,000,000
	Aggregate	\$5,000,000

INSURER AFFORDING COVERAGE: National Fire & Marine Insurance Company NAIC#: 20079
 POLICY NUMBER: 42-CNP-308923-03 EFF DATE: 10/01/2021 EXP DATE: 10/01/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim	\$20,000,000
	Aggregate	\$20,000,000



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

June 11, 2021

HUBBARD CONSTRUCTION COMPANY
1936 LEE ROAD, SUITE 300
WINTER PARK, FLORIDA 32789

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2022. However, the new application is due 4/30/2022.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/](https://fdotwpl.dot.state.fl.us/ContractorPreQualification/)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

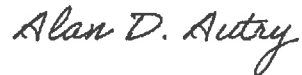
BASCULE BRIDGE REHABILITATION, DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - BASCULE SPANS, MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, MAJOR BRIDGE - CAST IN PLACE / POST-TENSIONED / SUPER-STRUCTURE, MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION, MAJOR BRIDGE - CURVED STEEL GIRDERS, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MINOR BRIDGES, PAVEMENT MARKING, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, IRRIGATION, MILLING, WETLAND MITIGATION AND UNDERGROUND UTILITIES.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

HUBBARD CONSTRUCTION COMPANY
June 11, 2021
Page two

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in cursive script that reads "Alan D. Autry".

Alan Autry, Manager
Contracts Administration Office

AA:cg

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ in the year of 20____, by and between the City of Kissimmee, Florida hereinafter together called the OWNER, and **Hubbard Construction Company**, hereinafter called the CONTRACTOR.

WITNESSETH, that the CONTRACTOR, for and in consideration of the payments hereinafter specified and agreed to be made by the OWNER, hereby covenants and agrees to procure, furnish and deliver all of the materials and supplies and to do and perform all of the work and labor required to:

Project Description:

TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL

The description of the proposed work includes but is not limited to the following:

- The construction of Taxiway Echo pavement, edge lighting, grading, marking, and relocation of navigational aids, as applicable. The Taxiway Echo pavement will be constructed pursuant to the most cost-effective method available based on the geotechnical testing results and other data collection. This project also includes a medium intensity taxiway lighting system, upgrading the system's constant current regulator, vault work, cable and duct markers, junction bases, ground rods, Airport Lighting Control System (ALCS) and other electrical items necessary to meet FAA standards.
- The removal of one or more existing hangar buildings and foundations, associated apron pavements, underground utilities, tanks, and other facilities which currently obstruct the proposed alignment and construction of the Taxiway Echo improvements.

..... pursuant to all applicable codes, FAA/FDOT standards, and the available project budget funds. The work may be divided into multiple bid schedules

Work shall be completed for the Unit Prices Bid within **150** Calendar Days. The work shall be in conformity with the **Project Manual** on file at the Office of the Director of Aviation, at the City of Kissimmee Gateway Airport, Florida, (designated **FAA AIP #3-12-0038-042-2022; FDOT FM #438441-2; Bid #IFB2022-003**) and which Construction Plans, Technical Specifications, and Contract Documents including, but not limited to, those documents contained in the **Project Manual** are incorporated herein and made a part of this Agreement with the same effect as if they had been set forth fully in the body of this Agreement, and CONTRACTOR agrees to and shall be bound by all of the terms, conditions, and requirements of the Contract Documents.

The CONTRACTOR agrees to make payment of all proper charges for labor, materials, supplies and services required in the aforementioned work, and to defend, indemnify, and save harmless the OWNER and all their members, officers, agents, employees and servants, and each and every one of them, against and from all suits and costs of every kind and description, and

against and from all damages to which the OWNER or any of its members, officers, agents, employees or servants may be put, by reason of injury to the persons or property of others resulting from the performance of the Work, or through the Negligence of the CONTRACTOR, or through any improper or defective machinery, implements or appliances used by the CONTRACTOR, its agents, employees, servants or any other person or entity for whom the CONTRACTOR is responsible.

If the CONTRACTOR shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract, according to the true intent and meaning thereof, then the OWNER may avail itself of any or all remedies provided in the Contract and shall have the right and power to proceed in accordance with the provisions thereof. However, as a minimum, liquidated damages will be assessed in the sum of **\$500.00** for each consecutive calendar day past the date of completion.

In consideration of the premises, the OWNER will pay to the CONTRACTOR for the said Work, when fully completed, the Contract Price **Five Million, Three Hundred Thirty-Five Thousand, Forty Dollars and 31/100 (\$5,335,040.31) for all bid schedules** for the Unit Price Bid subject to such additions and deductions as provided for in the Contract Documents. Payments shall be made at the Unit Price amount, as provided for and upon the terms set forth in the Contract Documents. It is understood that the total amount to be paid shall be based on the said Unit Price bid made a part of this Agreement for the work actually completed in accordance with the Contract Documents.

Unless otherwise declared in an addendum hereto, CONTRACTOR warrants to OWNER that no member, officer or employee of the OWNER has any material interest (as defined in Section 112.312 (1) Florida Statutes) either directly or indirectly, in the business of the CONTRACTOR to be conducted hereunder, and that no such person shall have any such interest at any time during the term hereof.

The Contractor hereby warrants that all labor furnished under this Contract shall be competent in performing the tasks undertaken, that the product of such labor shall yield only first-quality results, that all materials and equipment provided shall be new and of first quality, that the completed work will be complete, of first quality, without defect, and that all work strictly complies with the requirements of this Contract. The Contractor warrants the work completed under this Contract to be free from defects and shall correct any defects found for a period of at least one calendar year beginning upon final acceptance of the work by the Owner. Contractor shall complete and submit the Certificate of Warranty (Section CW) prior to final payment, as well as the Final Release of Lien and other required documents contained in the bid package attached hereto.

This Contract shall be binding upon the OWNER, its successor or successors, and upon the CONTRACTOR and its heirs, executors, administrators, successors, and assigns, and is voidable and may be terminated by the OWNER, in accordance with the provisions of the Contract Documents which are made a part of this Agreement, or if the provisions of the statutes relative thereto are not complied with.

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

CONTRACT AGREEMENT

(Use this page if the CONTRACTOR is a Corporation)

IN WITNESS WHEREOF, the said City of Kissimmee, Florida has caused this Contract to be executed in its name by P. Frederick O'Dea Jr and has caused the seal of said OWNER to be hereto attached; and the said CONTRACTOR has caused this Contract to be executed in its name by P. Frederick O'Dea Jr, attested by Phillip Pison, and has caused the seal of said corporation to be hereunto attached, all on the day and year first above written.

Signed, sealed and delivered
in the presence of:

OWNER

By: _____

ATTEST:

By: _____

Hubbard Construction Company
CONTRACTOR

By: P. Frederick O'Dea Jr
Vice PRESIDENT

ATTEST:

By: [Signature]
(CONTRACTOR)

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

CONTRACT AGREEMENT

(Use this page if the CONTRACTOR is a Partnership or an Individual)

IN WITNESS WHEREOF, the said City of Kissimmee, Florida has caused this Contract to be executed in its name by _____ and has caused the seal of said OWNER to be hereto attached; and the said CONTRACTOR has hereunto set _____ hand _____ and seal _____ all on the day and year first above written.

Signed, sealed and delivered
in the presence of:

OWNER

By: _____

ATTEST:

By: _____

CONTRACTOR

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)
(CONTRACTOR)

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

PAYMENT BOND FORM

PAYMENT BOND FORM

CITY OF KISSIMMEE, FLORIDA

KNOW ALL MEN BY THESE PRESENTS THAT Hubbard Construction Company, 1936Lee Road, Winter Park, FL 32789 hereinafter called Principal, and Liberty Mutual Insurance Company175 Berkeley Street, Boston, MA 02116

a corporation organized under the laws of the State of Massachusetts having its home office in the City of Boston and licensed to do business in the State of Florida hereinafter called Surety, are held and firmly bound unto City of Kissimmee, Florida, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the Penal Sum of Five Million, Three Hundred Thirty-Five Thousand, Forty Dollars and 31/100 (\$5,335,040.31), for the payment of which sum well and truly to be made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated November 8, 2022 entered into a contract with the City of Kissimmee, Florida, Owner of Kissimmee Gateway Airport in accordance with the Contract Documents (**FAA AIP No. 3-12-0038-042-2022; FDOT FM No. 438441-2; Bid No. IFB2022-003**) for the contracted work incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payment to all claimants as defined in the Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes.
2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provision of Florida Statutes including, but not limited to, the one-year time limitation within which suits may be brought.

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Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 30 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall within 90 days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the material or supplies and of the non-payment. No action for the labor, materials, or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the Bond after one year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety's obligations hereunder shall remain in full force and effect notwithstanding; (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent; (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent; (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding; or (iv) any other action taken by Owner or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contractor the changes therein shall affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this Bond shall increase or decrease in accordance with the approved changes or other modifications to the Contract Documents.

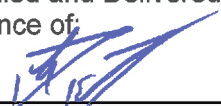
KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

PAYMENT BOND FORM

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument

under their several seals on this 15th day of November, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representatives, pursuant to authority of its governing body.

Signed, Sealed and Delivered
in the presence of:


Phillip Pysen

Hubbard Construction Company

Principal

By: 
(Name and Title)

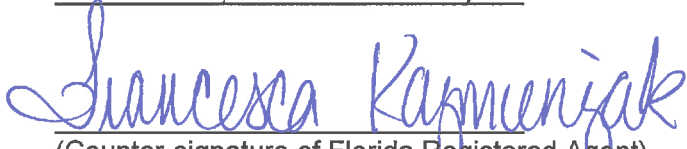
P. FREDERICK O'DEA, JR (SEAL)
Vice President & Secretary

Liberty Mutual Insurance Company

Surety

By: 
Sandra Diaz, Attorney-in-Fact


Anne Potter, Witness to Surety


(Counter-signature of Florida Registered Agent)
Francesca Kazmierczak,
FL Non-Resident Agent License # W860073

Note: If Principal or Surety are corporations, the respective corporate seal should be affixed and attached.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

PAYMENT BOND FORM

Bidder: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, P. Frederick O'Dea Jr, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that

P. Frederick O'Dea Jr, who signed the said bonds on behalf of the Principal, was then Secretary of said corporation; that I know his signature and his signature thereto is genuine; and that said bonds were duly signed, sealed and attested to for and in behalf of said corporation by authority of its governing body.

P. Frederick O'Dea Jr
Secretary
(Corporate Seal)

Attach a Certificate of Insurance and/or Policy Binder indicating that Contractor has obtained Contractor's Liability and other required insurance.

Attach a Certificate of Insurance and/or Policy Binder indicating that Contractor has obtained the required Owner's Protection Liability Insurance.

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

PERFORMANCE AND
GUARANTY BOND FORM

PERFORMANCE AND GUARANTY BOND FORM

CITY OF KISSIMMEE, FLORIDA

KNOW ALL MEN BY THESE PRESENTS that **Hubbard Construction Company, 1936 Lee Road, Winter Park, FL 32789**, hereinafter called Principal, and Liberty Mutual Insurance Company, 175 Berkely Street, Boston, MA 02116, a corporation organized under the laws of the State of Florida, and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the City of Kissimmee, Florida, hereinafter called Owner, in the amount **Five Million, Three Hundred Thirty-Five Thousand, Forty Dollars and 31/100 (\$5,335,040.31)** for the payment of which sum well and truly to be made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated November 8, 2022, entered into a contract with the City of Kissimmee, Florida, in accordance with the Contract Documents (designated as **FAA AIP No. 3-12-0038-042-2022; FDOT FM No. 438441-2; Bid No. IFB2022-003**) for the contracted work which is incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs the Contract including, but not limited to, its warranty provisions in the time and manner prescribed in the Contract, and
2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees, including appellate proceedings, that Owner sustains resulting directly or indirectly from any breach or default by principal under the Contract, and
3. Pays Owner all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that the Owner sustains resulting directly or indirectly from conduct of the Principal including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorney's fees) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees for all trial and appellate proceedings resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

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KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

PERFORMANCE AND
GUARANTY BOND FORM

The Surety's obligations hereunder shall be direct and immediate, and not conditional or contingent, upon Owner's pursuit of its remedies against principal, and shall remain in full force and effect notwithstanding; (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent; (ii) waivers of compliance with, or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent; (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding; or (iv) any other action taken by Owner or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

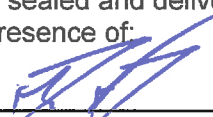
The institution of suit upon this Bond is subject to not less than a four-year and not more than a five-year limitations period in accordance with Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents (which include the Plans, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

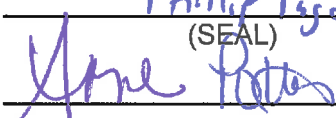
IN WITNESS WHEREOF, The Principal and Surety have executed this instrument

under their several seals on this 15th day of November, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

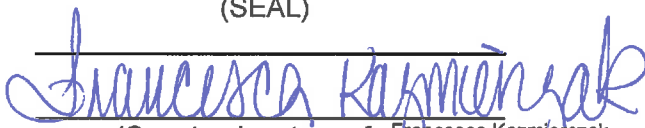
Signed, sealed and delivered
in the presence of:



Phillip Pysen
(SEAL)



Anne Potter, Witness to Surety
(SEAL)

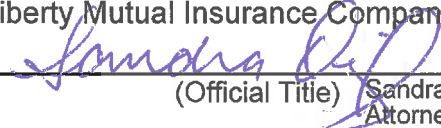


(Countersignature of Francesca Kazmierczak,
FL Non-Resident Agent License # W860073
Florida Resident Agent)

By: Hubbard Construction Company
Principal

By: 
(Official Title)

Liberty Mutual Insurance Company

By: 
(Official Title) Sandra Diaz,
Attorney-in-Fact
(SEAL)

Note: If Principal or Surety are corporations, the respective corporate seals should be affixed and attached.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

PERFORMANCE AND
GUARANTY BOND FORM

Bidder: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, P. Frederick O'Dea Jr, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance and Guaranty Bond; that P. Frederick O'Dea Jr, who signed the said bonds on behalf of the Principal, was then Secretary of said corporation; that I know his signature and his signature thereto is genuine; and that said bonds were duly signed, sealed and attested to for and in behalf of said corporation by authority of its governing body.

P. Frederick O'Dea Jr
Secretary
(Corporate Seal)

Attach a Certificate of Insurance and/or Policy Binder indicating that Contractor has obtained Contractor's Liability and other required insurance.

Attach a Certificate of Insurance and/or Policy Binder indicating that Contractor has obtained the required Owner's Protection Liability Insurance.

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

PERFORMANCE AND
GUARANTY BOND FORM

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205735-015009**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aklima Noorhassan; Anne Potter; Cynthia Farrell; Debra A. Deming; Frances Rodriguez; Francesca Kazmierczak; Jennifer L. Jakaitis; Kemal Brkanovic; Nancy Schnee; Pablo Garcia Horcajo; Peter Healy; Sandra Diaz; Susan A. Welsh; Valorie Spates

all of the city of New York state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of June, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of November, 2022.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2021

Assets		Liabilities	
Cash and Bank Deposits	\$2,234,770,744	Unearned Premiums	\$9,106,965,847
*Bonds — U.S Government	4,250,615,811	Reserve for Claims and Claims Expense.....	25,279,158,493
*Other Bonds.....	16,983,165,862	Funds Held Under Reinsurance Treaties.....	315,537,902
*Stocks	20,075,458,019	Reserve for Dividends to Policyholders	1,726,291
Real Estate	182,250,567	Additional Statutory Reserve	139,634,000
Agents' Balances or Uncollected Premiums.....	7,607,687,836	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	120,173,987	Other Liabilities	8,638,106,801
Other Admitted Assets.....	14,076,622,575	Total	\$43,481,129,334
Total Admitted Assets.....	<u>\$65,530,745,401</u>	Special Surplus Funds	\$178,192,363
		Capital Stock	10,000,075
		Paid in Surplus	11,804,736,755
		Unassigned Surplus	10,056,686,874
		Surplus to Policyholders	22,049,616,067
		Total Liabilities and Surplus.....	<u>\$65,530,745,401</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2022.

T. Mikolajewski

Assistant Secretary

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

FRANCESCA KAZMIERCZAK

License Number : W860073

Non Resident Insurance License

- 0920 - NONRES GEN LINES (PROP & CAS)

Issue Date

05/20/2022

NOTICE - This non-resident license is limited to the classes of insurance reflected above and is further limited to ONLY those classes of insurance for which you are licensed in your home state.

Please Note:

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dife.flids.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/division/agents.



Jimmy Patronis
Chief Financial Officer
State of Florida

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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
11/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378	
	E-MAIL ADDRESS: certificates@willis.com	
INSURED Hubbard Construction Company 1936 Lee Road Winter Park, FL 32789	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Zurich American Insurance Company	16535
	INSURER B: XL Specialty Insurance Company	37885
	INSURER C: American Zurich Insurance Company	40142
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** W26659630**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		GLO0184998-07	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 5,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 10,000,000
	☒ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 10,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY	Y		BAP0184997-07	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
						\$	
B	☒ UMBRELLA LIAB ☒ OCCUR	Y		US00064220LI22A	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 10,000,000
	☐ DED ☒ RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WC0184999-07	10/01/2022	10/01/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella Extends over the General Liability, Auto Liability and Workers' Compensation Employers' Liability.

Consultant and/or City of Kissimmee are included as an Additional Insureds as respects to General Liability and Auto Liability where required by contract.

Umbrella is follow-form Primary policies, including Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Kissimmee 401 Dyer Blvd Kissimmee, FL 34741	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Charles T. Draper</i>

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ACORD 25 (2016/03)

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SR ID: 23321695

BATCH: 2740047

**ZURICH®**

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO0184998-07

Effective Date: 10/01/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss, except where such requirement is prohibited by law.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**ZURICH**

Additional Insured – Owners, Lessees Or Contractors – Completed Operations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO0184998-07

Effective Date: 10/01/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss, except where such requirement is prohibited by law.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program

Section II – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

**ZURICH**

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP0184997-07	10/01/2022	10/01/2023		74044-000	Included	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph A.2. of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph A.3.a. of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a. of Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage of the Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

NOTICE OF INTENT TO AWARD

NOTICE OF INTENT TO AWARD

DATE: SEE SIGNING DATE(S) BELOW

TO: HUBBARD CONSTRUCTION COMPANY
1936 LEE ROAD
WINTER PARK, FL 32789

PROJECT: TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL
FAA AIP NO. 3-12-0038-042-2022 / FDOT FM No. 438441-2
BID NO. IFB2022-003
KISSIMMEE GATEWAY AIRPORT
KISSIMMEE, FLORIDA

The Owner has reviewed the Bid submitted by your firm for the above described work in response to its Advertisement for Bids dated the 13th day of March, 2022 and Instructions to Bidders.

You are hereby notified that your Bid is being considered for acceptance for the PROJECT, in the Total Amount of Five Million, Three Hundred Thirty-Five Thousand, Forty Dollars and 31/100 (\$5,335,040.31) for the work, subject to the availability of funds, and less any items not to be constructed.

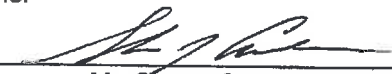
You are required by the Instructions to Bidders to execute five (5) copies of the Contract Documents and furnish the required Contractor's Performance Bond, Payment Bond, evidences of all required insurance coverage and authority to execute plus satisfactory evidence of compliance with the Bid Conditions pertaining to the Disadvantaged Business Enterprise Program within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Contract Documents and to furnish said Bonds and other required documents and information within the time specified, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Intent to Award to the Owner.

Dated this 8 day of November, 2022.

City of Kissimmee
Owner

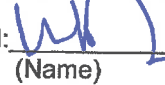
By: 

Mr. Shaun Germolus

Title: Director of Aviation

ACCEPTANCE OF NOTICE
Receipt of the above Notice of Intent
to Award is hereby acknowledged by:

on this 17 day of November, 2022

Signed: 
(Name)

William Dumas
Director Of Contract Administration

(Title)

AVCON, INC.

NIA-1

MARCH 2022

KISSIMMEE GATEWAY AIRPORT
 TAXIWAY E EXTENSION (24 END)
 AND OBSTRUCTION REMOVAL

NOTICE TO PROCURE

NOTICE TO PROCURE

DATE: SEE SIGNING DATE(S) BELOW

TO: HUBBARD CONSTRUCTION COMPANY
 1936 LEE ROAD
 WINTER PARK, FL 32789

PROJECT: TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL
 FAA AIP No. 3-12-0038-042-2022
 FDOT FM No. 438441-2
 BID No. IFB2022-003
 KISSIMMEE GATEWAY AIRPORT
 KISSIMMEE, FLORIDA

You are hereby given notice to commence procurement of materials in accordance with the Contract Agreement dated _____ for the contracted work. All materials necessary for the completion of the work shall be stored on site and/or immediately available for installation in-place within **45** calendar days of this Notice to Procure, unless extension has been granted by Owner in writing.

You are required to return an acknowledged copy of this Notice to Procure to the Owner.

Owner: _____ City of Kissimmee

By: _____
 Mr. Shaun Germolus

Title: _____ Director of Aviation

ACCEPTANCE OF NOTICE

Receipt of the above Notice to
 Procure is hereby acknowledged by:

 on this _____ day of _____ 20___.

Signed: _____

Title: _____

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

NOTICE TO PROCURE

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KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

NOTICE TO PROCEED

NOTICE TO PROCEED

DATE: SEE SIGNING DATE(S) BELOW

TO: HUBBARD CONSTRUCTION COMPANY
1936 LEE ROAD
WINTER PARK, FL 32789

PROJECT: TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL
FAA AIP No. 3-12-0038-042-2022
FDOT FM No. 438441-2
BID No. IFB2022-003
KISSIMMEE GATEWAY AIRPORT
KISSIMMEE, FLORIDA

You are hereby given notice to commence Work on the Project in accordance with the Contract Agreement dated on the _____ Day of _____, 20____ on or before the _____ Day of _____, 20____ and you are to complete the Work within the times stipulated in the Special Provisions (150 Calendar Days). The date of completion of all Work is therefore _____, 20____.

You are required to return an acknowledged copy of this Notice to Proceed to the Owner.

Owner: _____ City of Kissimmee

By: _____
Mr. Shaun Germolus

Title: _____ Director of Aviation

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is
hereby acknowledged by:

on this _____ day of _____ 20____.

Signed: _____

Title: _____

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

NOTICE TO PROCEED

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FINAL RELEASE OF LIEN

CITY OF KISSIMMEE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, for and in consideration of the payment of the sum of _____ Dollars (\$ _____), paid by the City of Kissimmee, Florida, hereinafter referred to as "Owner", receipt of which is hereby acknowledged as total compensation for performance of the below-described Contract for the Project, does hereby fully and completely discharge and release the owner from and waives any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the Contract between the parties dated _____, 20 ____, known as **TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL FAA AIP #FAA AIP 3-12-0038-042-2022 FDOT FM No. 438441-2** except for those claims, disputes and other matters arising out of or relating to said Contract which have been raised by written demand in accordance with the Contract Documents prior to this date and identified by the Contractor as unsettled in the final Application for Payment and are either in arbitration or court litigation, as the case may be, in accordance with the Contract Documents.

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

The undersigned agrees to maintain in full force and effect the provisions of the Contract Documents respecting the guaranty against defective work, and any other special guaranties required by the Contract Documents, for the terms provided in the Contract Documents, which terms shall begin to run from the date specified in the Contract Documents.

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

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

FINAL RELEASE
OF LIEN

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

_____, 20____,

WITNESSES:

CONTRACTOR

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

(NOTARIAL SEAL)

NOTARY PUBLIC
My Commission Expires:

APPENDIX I – WAGE AND LABOR PROVISIONS
SECTION A
WAGE, LABOR, EEO, SAFETY AND GENERAL REQUIREMENTS

A-1 Airport and Airway Improvement Program Project.

The work in this contract may be included in an Airport Improvement Project (FAA AIP No. 3-12-0038-042-2022). If this is indeed the case, the project is being undertaken and accomplished by the Sponsor in accordance with the terms and conditions of a grant agreement between the Sponsor and the United States, under the Airport and Airway Improvement Act of 1982 (P.L. 97-248) as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987 (P.L. 100-223) and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs under those Acts. The United States is not a party to this contract and no reference in this contract to the FAA/FDOT or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.

The work in this contract may be included in a Florida Department of Transportation Work Program Project (FDOT FM No. 438441-2). If this is indeed the case, the project is being undertaken and accomplished by the Sponsor in accordance with the terms and conditions of a Joint Participation Agreement (JPA) between the Sponsor and the State of Florida, pursuant to which the State of Florida has agreed to pay a certain percentage of the costs under the JPA. The State of Florida is not a party to this contract and no reference in this contract to the FDOT or any representative thereof, or the State of Florida, by the contract, makes the State of Florida a party to this contract.

A-2 Consent to Assignment.

The contractor shall obtain the prior written consent of the Sponsor to any proposed assignment of any interest in or part of this contract.

A-3 Convict Labor.

No convict labor may be employed under this contract.

A-4 Veterans Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

A-5 Withholding: Sponsor from Contractor.

Whether or not payments or advances to the Sponsor are withheld or suspended by the FAA/FDOT, the Sponsor may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor on the work, the full amount of wages required by this contract.

A-6 Nonpayment of Wages.

If the contractor or subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract, the Sponsor may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

A-7 FAA/FDOT inspection and review.

The contractor shall allow any authorized representative of the FAA/FDOT to inspect and review any work or materials used in the performance of this contract.

A-8 Subcontracts.

The contractor shall insert in each of his subcontracts the provisions contained in paragraphs A-1, A-3, A-4, A-5, A-6, and A-7 requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

A-9 Contract termination.

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 that may be necessary to enforce the rights of the parties of this agreement. (49 CFR Part 18).

A-10 Inspection of Records.

The contractor shall maintain an acceptable cost accounting system. The Sponsor, the FAA/FDOT, and the Comptroller General of the United States shall have access to any books, documents, paper, and records 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 all required records for three years after the Sponsor makes final payment and all other pending matters are closed. (49 CFR Part 18).

A-11 Rights to Inventions.

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA/FDOT and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA/FDOT and the Sponsor. (49 CFR Part 18).

A-12 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 binds the contractor from the bid solicitation period through the completion of the contract. (Section 520, Airport and Airway Improvement Act of 1982).

SECTION B

DAVIS-BACON ACT REQUIREMENTS
(29 CFR PART 5)

B-1 Minimum Wages.

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to laborers or mechanics, subject to the provisions of paragraph (B-1)(d) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (B-1)(b) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(b) (1) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determinations; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards

Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (B-1)(b)(2) or (3) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

B-2 Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

B-3 Payrolls and basic records.

(a) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (29 CFR 5.5(a)(3)(i) (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

- (b) (1) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration (if requested). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a)(3)(i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph B-3 (a) above and that such information is correct and complete;

(ii) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph B-3 (b)(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(c) The contractor or subcontractor shall make the records required under paragraph B-3 (a) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

B-4 Apprentices and Trainees.

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with

that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) EEO. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

B-5 Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

B-6 Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

B-7 Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

B-8 Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

B-9 Certification of Eligibility.

(a) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

B-10 Contract Termination: Debarment.

A breach of the contract clauses in paragraph B-1 through B-9 of this section and paragraphs C-1 through C-5 of Section C may be grounds for termination of the contract, and for the debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

B-11 Minimum Wage Rates by Trade in Covered Area

KISSIMMEE GATEWAY AIRPORT
 TAXIWAY E EXTENSION (24 END)
 AND OBSTRUCTION REMOVAL

APPENDIX I
 WAGE AND LABOR PROVISIONS

General Decision Number: FL20220219 01/14/2022

Superseded General Decision Number: FL20210219

State: Florida

Construction Type: Building

County: Osceola County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022

ASBE0067-003 01/01/2021

	<u>Rates</u>	<u>Fringes</u>
ASBESTOS WORKER/HEAT & FROST INSULATOR	\$ 30.12	13.11

KISSIMMEE GATEWAY AIRPORT
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CARP1905-003 06/01/2021

	<u>Rates</u>	<u>Fringes</u>
CARPENTER (Includes Form Work)	\$ 25.15	12.33

ELEV0139-002 01/01/2021

	<u>Rates</u>	<u>Fringes</u>
ELEVATOR MECHANIC.....	\$ 45.60	35.825

FOOTNOTE:

A. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

 ENGI0487-022 07/01/2016

	<u>Rates</u>	<u>Fringes</u>
OPERATOR: Forklift	\$ 23.25	9.20
OPERATOR: Mechanic	\$ 32.05	9.20
OPERATOR: Oiler	\$ 23.50	9.20

 ENGI0673-016 05/01/2021

	<u>Rates</u>	<u>Fringes</u>
OPERATOR: Crane		
Gantry Crane; Bridge Crane	\$ 30.57	14.60
Tower Crane; Crawler		
	<u>Rates</u>	<u>Fringes</u>
Crane; Truck Crane; Hydro		
Crane	\$ 32.92	14.60

 IRON0402-001 10/01/2021

	<u>Rates</u>	<u>Fringes</u>
IRONWORKER, ORNAMENTAL	\$ 25.50	14.66

 PLUM0803-001 09/01/2021

KISSIMMEE GATEWAY AIRPORT
 TAXIWAY E EXTENSION (24 END)
 AND OBSTRUCTION REMOVAL

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	<u>Rates</u>	<u>Fringes</u>
PIPEFITTER (Includes HVAC Pipe and Unit Installation)	\$ 28.70	15.39

* SFFL0821-004 12/31/2021

	<u>Rates</u>	<u>Fringes</u>
SPRINKLER FITTER (Fire Sprinklers)	\$ 30.63	21.09

SHEE0015-006 07/01/2021

	<u>Rates</u>	<u>Fringes</u>
SHEET METAL WORKER (Includes HVAC Duct Installation)	\$ 24.24	15.03

SUFL2014-028 08/16/2016

	<u>Rates</u>	<u>Fringes</u>
CEMENT MASON/CONCRETE FINISHER.....	\$ 19.27	0.00
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 18.70	4.79
IRONWORKER, REINFORCING.....	\$ 22.81	11.58
IRONWORKER, STRUCTURAL.....	\$ 19.80	0.00
LABORER: Common or General, Including Cement Mason Tending and Pipelaying	\$ 13.94	1.63

OPERATOR:

	<u>Rates</u>	<u>Fringes</u>
Backhoe/Excavator/Trackhoe	\$ 19.00	3.43
OPERATOR: Bulldozer	\$ 15.40	1.90
OPERATOR: Grader/Blade	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 17.83	0.00
OPERATOR: Roller	\$ 14.43	4.78

KISSIMMEE GATEWAY AIRPORT
 TAXIWAY E EXTENSION (24 END)
 AND OBSTRUCTION REMOVAL

APPENDIX I
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PAINTER: Brush, Roller and Spray.....	\$ 13.22	0.00
PLUMBER.....	\$ 19.76	3.41
ROOFER.....	\$ 17.60	1.39
TILE SETTER	\$ 17.25	1.74
TRUCK DRIVER: Dump Truck	\$ 12.95	2.28
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24	0.00

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example

would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

SECTION C

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS
(29 CFR PART 5)

C-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.

C-2 Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph C-1 above, the contractor or 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 C-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 C-1 above.

C-3 Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from 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 C-2 above.

C-4 Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs C-1 through C-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 C-1 through C-4.

C-5 Working Conditions.

No contractor or subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

SECTION D

CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS

- D-1 Any other provision herein to the contrary notwithstanding, the contractor in carrying out work under this contract, shall at all times comply with all applicable state and federal air and water quality standards; with all pollution control laws; and with such rules, regulations, and directives as may be lawfully issued by a local, state, or federal agency having within its jurisdiction the protection of the environment in the area surrounding where work under this contract will be performed. In addition, the contractor shall comply with directives given by the Project Engineer in implementation of the letter and intent of FAA/FDOT Advisory Circular 150/5370-10, Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control.
- D-2 Contractors and subcontractors agree:
- a. 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;
 - b. 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;
 - c. 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;
 - d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

SECTION E

**CONTRACTUAL REQUIREMENTS PURSUANT TO CIVIL RIGHTS ACT OF 1964, TITLE VI
(49 CFR PART 21)**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor 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.
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.
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.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA/FDOT) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA/FDOT, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA/FDOT 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.

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 sponsor or the FAA/FDOT 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 Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION F

TERMINATION OF CONTRACT
(49 CFR PART 18)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor'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 performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor 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 Sponsor for any additional cost occasioned to the Sponsor thereby.

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

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

SECTION G

**BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION
CONTRACTS**

(Aviation Safety and Capacity Expansion Act of 1990)

(a) The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, as defined in (b) below.

(b) The following terms apply to this clause:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.

(c) The successful bidder assures that only domestic steel and manufactured products will be used by the Contractor, subcontractors materialmen, and suppliers in the performance of this contract, except those

(1) that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

(2) that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

(3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

KISSIMMEE GATEWAY AIRPORT
 TAXIWAY E EXTENSION (24 END)
 AND OBSTRUCTION REMOVAL

APPENDIX I
 WAGE AND LABOR PROVISIONS

List of supplies and materials that the U.S. Government has determined are not produced in the United States in sufficient and reasonably available quantities and of sufficient quality. (Jan 1991)

Acetylene, black	Manganese
Agar, bulk	Menthol, natural bulk
Anise	Mica
Antimony, as metal or oxide	Microprocessor chips (brought onto a construction site as separate units for incorporation into building systems during construction or repair and alteration of real property.)
Asbestos, amosite, chrysotile, and Crocidolite	Nickel, primary, in ingots, pigs, shots, cathodes, or similar forms; nickel oxide and nickel salts.
Bananas	Nitroguanidine (also known as picrite)
Bauxite	Nux vomica, crude
Beef, corned, canned	Oiticica oil
Beef extract	Olive oil Olives (green), pitted or unpitted, or stuffed, in bulk.
Bephenium Hydroxynaphthoate	Opium, crude
Bismuth	Oranges, mandarin, canned.
Books, trade, text, technical, or scientific; newspapers; pamphlets; magazines; periodicals; printed briefs and films; not printed in the United States and for which domestic editions are not available.	Petroleum, crude oil, unfinished oils, and finished products (see definitions at the end)
Brazil nuts, unroasted	Pine needle oil
Cadmium, ores and flue dust	Platinum and related group metals, refined as sponge, powder, ingots, or cast bars.
Calcium cyanamide	Pyrethrum flowers
Capers	Quartz crystals
Cashew nuts	Quebracho
Castor beans and castor oil	Quinidine
Chalk, English	Quinine
Chestnuts	Rabbit fur felt
Chicle	Radium salts, source and special nuclear materials
Chrome ore or chromite	Rosettes
Cinchona bark	Rubber, crude and latex
Cobalt, in cathodes, rondelles, or other primary ore and metal forms.	Rutile
Cocoa beans	Santonin, crude
Coconut and coconut meat, unsweetened, in shredded, desiccated or similarly prepared form.	Secretin
Coffee, raw or green bean	Shellac
Colchicine alkaloid, raw	Silk, raw and unmanufactured
Copra	Spare and replacement parts for equipment of foreign manufacture, and for which domestic parts are not available.
Cork, wood or bark and waste	Spices and herbs, in bulk
Cover glass, microscope slide	Sugars, raw
Cryolite, natural	Swords and scabbards
Dammar gum	Talc, block, steatite
Diamonds, industrial, stones and abrasives	Tantalum
Emetine, bulk	Tapioca flour and cassava
Ergot, crude	Tartar, crude; tartaric acid and cream of tartar in bulk.
Erythrityl tetranitrate	Tea in bulk
Fair linen, altar	Thread, metallic (gold)
Fibers of the following types: abaca, abace, agave, coir, flax, jute, jute burlaps, palmyra and sisal.	Thyme oil
Goat and kidskins	Tin in bars, blocks, and pigs
Graphite, natural, crystalline, crucible grade	Triprolidine hydrochloride
Handsewing needles	Tungsten
Hemp yarn	Vanilla beans
Hogbristles for brushes	Venom, cobra
Hyoscine, bulk	Wax, canauba
Ipecac, root	Woods, logs, veneer, and lumber of the following species: Alaskan yellow cedar, angelique, balsa, ekki greenhart, lignum vitae, mahogany, and teak.
Iodine, crude	Yarn, 50 Denier rayon
Kaurigum	
Lac	
Leather, sheepskin, hair type	
Lavender oil	

List of Supplies/Materials that the U.S. Government Has Determined Are Not Produced In the United States In Sufficient and Reasonably Available Quantities And of Sufficient Quality (Jan 1991) (CONTINUED)

Petroleum terms are used as follows:

"Crude oil" means crude petroleum, as it is produced at the wellhead, and liquids (under atmospheric conditions) that have been recovered from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir and that are not natural gas products.

"Finished products" means any one or more of the following petroleum oils, or a mixture or combination of these oils, to be used without further processing except blending by mechanical means:

- (A) "Asphalt" - a solid or semi-solid cementitious material that (1) gradually liquefies when heated, (2) has bitumens as its predominating constituents, and (3) is obtained in refining crude oil.
- (B) "Fuel oil" - a liquid or liquefiable petroleum product burned for lighting or for the generation of heat or power and derived directly or indirectly from crude oil, such as kerosene, range oil, distillate fuel oils, gas oil, diesel fuel, topped crude oil, or residues.
- (C) "Gasoline" - a refined petroleum distillate that, by its consumption, is suitable for use as a carburant in internal combustion engines.
- (D) "Jet fuel" - a refined petroleum distillate used to fuel jet propulsion engines.
- (E) "Liquefied gases" - hydrocarbon gases recovered from natural gas or produced from petroleum refining and kept under pressure to maintain a liquid state at ambient temperatures.
- (F) "Lubricating oil" - a refined petroleum distillate or specially treated petroleum residue used to lessen friction between surfaces.
- (G) "Naphtha" - a refined petroleum distillate falling within a distillation range overlapping the higher gasoline and the lower kerosenes.
- (H) "Natural gas products" - liquids (under atmospheric conditions) including natural gasoline, that -
 - (1) are recovered by a process of absorption, adsorption, compression, refrigeration, cycling, or a combination of these processes, from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir, and
 - (2) when recovered and without processing in a refinery, definitions of products contained in subdivision (B), (C), and (G) above.
- (I) "Residual fuel oil" - a topped crude oil or viscous residuum that, as obtained in refining or after blending with other fuel oil, meets or is the equivalent of MILSPEC Mil-F-859 for Navy Special Fuel Oil and any more viscous fuel oil, such as No. 5 or Bunker C.

"Unfinished oils" means one or more of the petroleum oils listed under "Finished products" above, or a mixture or combination of these oils, that are to be further processed other than by blending by mechanical means.

SECTION H

EQUAL EMPLOYMENT OPPORTUNITY
(41 CFR PART 60-1.4(b))

During the performance of this contract, the contractor agrees as follows:

- H-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.

- H-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.
- H-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.
- H-4 The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- H-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.
- H-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 procedure 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.

- H-7 The contractor will include the portion of the sentence immediately preceding paragraph D-1 and the provisions of paragraphs D-1 through D-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 provision, 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.

SECTION I

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS
(41 CFR 60-4.3)

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 in paragraphs 7a through 7p of 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.
 - l. 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 nonsegregated 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 (7a through p). 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 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female 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 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).

SECTION J

**MANDATORY REQUIREMENT FOR ALL AIP FUNDED CONSTRUCTION PROJECTS
INVOLVING ELECTRICAL ENERGY OR OTHER HAZARDOUS ENERGY SOURCES**

For projects involving electrical energy or other hazardous energy source, the contractor shall submit a copy of their Lockout/Tagout program which meets the requirements of 29 CFR 1910.331, Safety Related Work Practices (OSHA). During the performance of electrical work, it is recommended that an unannounced inspection be performed by the airport sponsor or his agent to determine if the Lockout/Tagout program is being followed. Immediate action shall be taken to correct noncompliance, including suspension of work when necessary.

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APPENDIX II

BID CONDITIONS, DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Contract Assurance.

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.

2. Prompt Payment.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City of Kissimmee. The prime contractor agrees further to return retainage payments to each subcontractor within 30 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 City of Kissimmee. This clause applies to both DBE and non-DBE subcontractors.

B. Other Contract Provisions.

1. Good Faith Efforts.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the City of Wauchula to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of **8.42 percent** has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (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) written confirmation from the DBE that it is participating in the contract as provided in the commitment under (4); and (6) if the contract goal is not met, evidence of good faith efforts.

"The bidder/offeror shall submit the information in (4) and (5) prior to a commitment by the City of Kissimmee to award the contract to the apparent successful competitor, at a time to be specified by the City of Kissimmee as a condition of responsibility."

All other submissions are required at the time of bidding, as specified in the Instructions to Bidders, and Bid Form. DBE participation in this contract may be in form of a prime contract, subcontract, joint venture, or another arrangement that qualifies under 49 CFR Sections 26.55, "How is DBE participation counted toward goals?" or 26.53(g), both of which are included as Attachment 2.

Appendix A to Part 26

- I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring *bona fide* good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view

this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

49 CFR - Subtitle A - PART 26.55

(a) When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.

- (1) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
- (2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- (3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(b) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(c) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

- (1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
- (2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.

- (3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.
 - (4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
 - (5) Your decisions on commercially useful function matters are subject to review by the concerned operating administration, but are not administratively appealable to DOT.
- (d) Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:
- (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - (2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - (4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (5) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
 - (6) For purposes of this paragraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- (e) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- (1) (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.

- (ii) For purposes of this paragraph (e)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) (i) If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.
- (ii) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- (A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- (B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
- (C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (e)(2).
- (3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.
- (f) If a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in § 26.87(i).
- (g) Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.
- (h) Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

49 CFR - Subtitle A - PART 26.53(g)

(g) You must apply the requirements of this section to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, you count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

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PROJECT CLOSEOUT

Project 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 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 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 contract and the specifications.

PREREQUISITES TO FINAL ACCEPTANCE

A. General

Prior to requesting final payment, as required by General Conditions, complete the following and list known exceptions in request:

1. Submit final payment request with Final Release of Lien and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
2. Submit one year project warranty, equipment and materials-specific manufacturer's warranties, workmanship-maintenance bonds, maintenance agreements, final certifications, and similar documents. Certificate of Warranty form follows this page.
3. Submit final lien waivers from all subcontractors and suppliers.
4. Submit consent of surety.
5. Submit red lined drawings and electronic as-built survey drawings on compact disc in AutoCAD version 2020 or earlier to the Engineer.

KISSIMMEE GATEWAY AIRPORT
 TAXIWAY E EXTENSION (24 END)
 AND OBSTRUCTION REMOVAL

CERTIFICATE
 OF WARRANTY

CERTIFICATE OF WARRANTY

Project Name: _____

Project Number: _____

Contractor: _____

Date of Substantial Completion: _____

I, _____, being the _____
 _____ of _____ do hereby certify that the
 one (1) year warranty called for in the Contract Specifications is now in force and effect until
 after such time one (1) year has passed after the date of Substantial Completion.

Signed: _____

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: _____

GENERAL PROVISIONS

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GENERAL PROVISIONS

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PART 1A SUPPLEMENTAL GENERAL PROVISIONS

The following Supplemental General Provisions are included to supplement the Part I General Provisions as required by the FAA AC 150/5370-10, latest edition. If there is a conflict between the FAA Standard General Provisions and other provisions, the FAA Standard will prevail, unless the other provisions are stricter and simultaneously pursuant to local ordinances.

SECTION 10 DEFINITION OF TERMS

Refer to Section 10-50. ~~40-38a~~ **RESIDENT PROJECT REPRESENTATIVE.** ~~An authorized representative of the Engineer assigned to make all necessary observations and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor in the execution of this contract. The Resident Project Representative (RPR) is the Engineer's agent and will act as directed by and under the supervision of the Engineer, and will confer with the Engineer regarding his/her actions. Resident Project Representative's dealings in matters pertaining to the on-site work shall, in general, be only with Engineer and Contractor. Written communications with Owner will be only through or as directed by the Engineer.~~

SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

Supplement to Paragraph 20-09 **IRREGULAR PROPOSALS.** Proposals shall be considered irregular for any of the reasons stated in paragraph 20-08, and if the proposal is "nonresponsive" with respect to the requirements of Executive Order 11246 and 49 CFR Parts 23 and 26 as specified in Appendix 1 and Appendix 2.

Supplement to Paragraph 20-14 **DISQUALIFICATION AMONG BIDDERS.**

A bidder shall be disqualified for any of the reasons stated in paragraph 20-13, as well as the following:

(d) Submission of an unbalanced bid in which the prices bid for some items are out of proportion to the prices bid for other items.

(e) Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.

(f) Lack of competency, as revealed by inability to produce valid license as required by law.

(g) Uncompleted work for which the bidder is committed by contract, which, in the judgment of the Owner, might hinder or prevent the prompt completion of work under this contract if awarded to such bidder.

(h) Being in arrears on any of his existing contracts with the Owner or in litigation with the Owner having defaulted on a previous contract with the Owner.

SECTION 30 AWARD AND EXECUTION OF CONTRACT

Supplement to Paragraph 30-02 **AWARD OF CONTRACT.** Award of the contract is subject to the availability of FAA/FDOT AIP/JPA funds, and will be made after the necessary investigations of the responsibility of the low bidders have been made. Upon approval by the Federal Aviation

Administration and on the recommendations of the Engineer, contract award notification will be made. Such award will be made, or all bids rejected, within sixty (60) days of the bid opening.

Supplement to Paragraph 30-05 **REQUIREMENTS OF CONTRACT BONDS.** For all contracts, separate performance and payment bonds shall each be in a sum equal to the full amount of each contract awarded. The bond shall be written through a company licensed to do business in the State of Florida and meeting the following requirements.

(a) **Qualifications - Management and Strength**

(1) The surety must be rated no less than "A" as to management, and no less than "AAA" as to strength, by the latest edition of Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton St., New York, New York 10038.

(2) The surety company executing the bond shall be listed by the U.S. Treasury Department as being approved by and for writing bonds for federal projects on its current list in an amount not less than the amount of the bond to the owner.

(b) **Bonding Limit - Any One Risk.** The bonding limit of the sureties shall not exceed five percent (5%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

(c) **Authorization.** Attorneys-in-fact who sign performance, payment and guaranty bonds must file with such bond a certified copy of their power of attorney to sign such bonds. All bonds must be countersigned by a resident Florida agent of the surety with proof of agency attached.

Supplement to Paragraph 30-06 **EXECUTION OF CONTRACT.** The successful bidder shall provide satisfactory evidence of all required insurance coverage to the Owner or the persons executing the contract. The above documents must be furnished, executed, and delivered before the contract will be executed by the Owner and a copy of such fully executed contract is delivered to the Contractor. If the contract is mailed, special handling is recommended.

SECTION 40 SCOPE OF WORK

40-01a PRE-CONSTRUCTION CONFERENCE. After contract has been awarded and signed, but prior to the commencement of the work, a Pre-Construction Conference shall be held at the office of the Owner. Such conference shall be attended by authorized representatives of the Owner, Engineer, Contractor, FAA, FDOT; and appropriate airport users. The purpose of this conference will be to review the Contractor's submitted progress schedule, clarify any issues that might arise with regard to responsibility and jurisdiction, and acquaint all parties with the respective authorized representatives.

The Contractor's progress schedule shall be furnished to the Engineer five (5) working days in advance of this conference. The exact time and place of this meeting shall be established by the Owner and written notice shall be given.

Supplement to Paragraph 40-05 **MAINTENANCE OF TRAFFIC.** Cars, trucks, and construction equipment shall be limited to the AREAS of runway and taxiway which are closed to air traffic, except when approved by the Owner. Safety practices shall be in accordance with FAA AC 150/5370-2E, Safety on Airports During Construction. Vehicle traffic patterns to and from construction areas shall be as approved by the Owner after coordination with the Owner. Grassed areas damaged by ground traffic will be restored by the Contractor at his expense prior to completion and acceptance of the project.

The Contractor shall furnish watchmen in sufficient numbers to protect and divert vehicular, aircraft, and pedestrian traffic from working areas closed to traffic, or to protect any new work. Failure to comply with these requirements will result in the Owner shutting down the work until the Contractor shall have provided the necessary protection.

When contractor vehicles must repeatedly cross the active runway, or be within 250 feet of an active runway centerline, the Contractor shall furnish flagmen to control such movements to assure safety to aircraft and personnel using the active runway. Vehicles shall be flagged and lighted in accordance with AC 150/5370-2E.

Supplement to 40-08 **FINAL CLEANING UP.** Areas disturbed during construction are to be restored to the conditions existing prior to construction. No separate payment will be made for this work.

40-10 UTILITIES AND TEMPORARY FACILITIES.

(a) **Existing Utilities and Facilities** indicated on the drawings may not be complete and location could vary from that shown. The Contractor shall verify the exact location of those existing utilities and facilities which are directly involved in the construction and/or within the limits of the work.

(b) **Protection.** Preserve in operating condition all active utilities and facilities traversing the site of the work; protect all property including, but not limited to, sewer and water mains, conduit, manholes, catch basins, valve boxes, poles, guys, electrical and telephone cables and other appurtenances. The Contractor shall repair damage to any such utility and facility due to the work under this contract to the satisfaction of the local authority and the utility, at no cost to the Owner.

(c) **Approval** shall be obtained from the appropriate utility authority prior to making adjustments to, or in any way altering the operation of existing utilities and facilities or making connections to existing pipes and structures.

(d) **Electrical Power.** Temporary wiring and electrical power for construction shall be furnished by the Contractor. Contractor shall make all necessary arrangements with the local power company for temporary services, at Contractor's expense.

(1) Temporary wiring shall meet all safety requirements of the National Electrical Code and local code requirements.

(2) Temporary power shall be made available by the Contractor to all subcontractors to enable them to properly carry out their work. An adequate number of outlets shall be provided, each properly and clearly labeled with maximum voltage and fuse protection, and provided with ground fault protection.

(3) Temporary lighting shall consist of a weatherproof socket properly insulated and provided with a locking wire-type guard.

(4) All devices shall be properly grounded.

(e) **Water.** The Contractor shall arrange with local authorities for water and pay all costs in connection therewith.

(f) **Temporary Sanitary Facilities.**

(1) Provide temporary toilet facilities separate from the job office. Maintain these during the entire period of construction under this Contract for use of all construction personnel on the job. Provide enough chemical toilets to conveniently serve the needs of all personnel.

(2) Chemical toilets and their maintenance shall meet the requirements of the State and local health regulations and ordinances. Any facilities or maintenance methods failing to meet these requirements shall be corrected immediately.

SECTION 50 CONTROL OF WORK

Supplement to Paragraph 50-01 **AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE (RPR).** All notices given by the Owner or the RPR under the provisions of this contract shall be in writing and service of same may be in either of the following manners:

(a) By delivery of such notice to the Contractor or to any officer of the Contractor if said Contractor be a corporation, or to any agent or superintendent of the Contractor.

(b) By mailing such notice by certified mail to the address of the Contractor shown on the Contractor's bid.

The RPR shall be permitted to inspect and review all payrolls, records or personnel, conditions of employment, invoices of materials, books of accounts, and other relevant data and records pertinent to the contract and subcontracts.

Supplement to Paragraph 50-06 **COOPERATION BETWEEN CONTRACTORS.** The Contractor shall not commit or permit any act which will interfere with the performance of the work by any other contractor or fail to perform such acts as required to avoid interference with the performance of work by any other contractor.

If there is a difference of opinion as to the respective rights of the Contractor and others doing the work within the limits of or adjacent to the project, the Engineer will decide as to the respective rights of the various parties involved in order to secure the completion of the Owner's work in general harmony and in a satisfactory manner. His decision shall be final and binding on the Contractor.

Supplement to Paragraph 50-07 **CONSTRUCTION LAYOUT AND STAKES.** The Contractor must establish all layout required for the construction of the work and shall perform all other surveys required during construction. Initial staking for the construction layout, grade control, and the final measurements for the proposed Work shall be performed by a competent licensed surveyor at the expense of the Contractor, who shall cooperate with the Engineer to facilitate checking of the work.

Supplement to Paragraph 50-08, **AUTHORITIES AND DUTIES OF QUALITY ASSURANCE (QA) INSPECTORS**

Resident Project Representative (RPR) will:

1. **SCHEDULES:** Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by Contractor and consult with Engineer concerning their acceptability.
2. **CONFERENCES:** Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Engineer and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.
3. **LIAISON:**
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - b. As requested by the Engineer, assist in obtaining from Owner additional details or information, when required at the job site for proper execution of the work.
4. **SHOP DRAWINGS AND SAMPLES:**
 - a. Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor, and notify Engineer of their availability for examination.
 - b. Advise Engineer and Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been reviewed by the Engineer.
5. **REVIEW OF WORK, REJECTION OF DEFECTIVE WORK, INSPECTIONS AND TESTS:**
 - a. Conduct on-site observations of the work in progress to assist Engineer in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.

- b. Report to Engineer whenever he believes that any work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment. Advise Engineer when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that test, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and the Contractor maintains adequate records thereof; observe, record and report to Engineer appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to Engineer.
6. INTERPRETATION OF CONTRACT DOCUMENTS: Transmit to Contractor Engineer's clarification and interpretations of the Contract Documents.
7. MODIFICATIONS: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them with recommendations to Engineer.
8. RECORDS:
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents, including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other project related documents.
 - b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to Engineer.
 - c. Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of material and equipment.
9. REPORTS:
- a. Furnish Engineer daily reports as required to show progress of the work and Contractor's compliance with the approved progress schedule of shop drawing submissions.
 - b. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.

- c. Report immediately to Engineer upon the occurrence of any accident.
- 10. **PAYMENT REQUISITIONS:** Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site, but not incorporated in the work.
- 11. **CERTIFICATES, MAINTENANCE AND OPERATION MANUALS:** During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to Engineer for his review and forwarding to Owner prior to final acceptance of the work.
- 12. **COMPLETION:**
 - a. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
 - c. Verify that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

LIMITATIONS OF AUTHORITY

Except upon written instructions of the Engineer, Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;
- 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents;
- 3. Undertake any of the responsibility of Contractor, subcontractor or Contractor's superintendent, or expedite the work;
- 4. Advise on, or issue, directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
- 5. Advise on, or issue, directions as to safety precautions and programs in connection with the work;
- 6. Authorize Owner to occupy the project in whole or in part; and,
- 7. Participate in specialized field or laboratory tests.

The payment of any compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor by the Contractor to any inspector, directly or indirectly, is strictly prohibited and any such act on the part of the Contractor will constitute a violation of this contract.

Supplement to Paragraph 50-10 **REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK.** No work shall be done without lines and grades having been given to and approved by the Engineer.

SECTION 60 CONTROL OF MATERIALS

Supplement to Paragraph 60-02 **SAMPLES, TESTS, AND CITED SPECIFICATIONS.** All costs in connection with any failed tests necessary to confirm compliance with specifications, shall be borne by the Contractor.

Supplement to Paragraph 60-03 **CERTIFICATION OF COMPLIANCE/ANALYSIS (COC/COA).** Time expended by the Engineer in excess of one hour to establish or determine the "or equal" status of a material or product substitution shall be at Contractor's expense.

60-09 RECORD DRAWINGS. At the completion of the project construction and prior to the final inspection, the Contractor shall provide complete record drawings. The record drawings shall consist of one set of the latest edition of the contract drawings on which shall be clearly and neatly marked all variations from the contract drawings in the work actually installed. At every design elevation and dimension called out in the contract drawings, and areas as designated by the Engineer, the Contractor shall insure that a record elevation or dimension shall be provided for the record plans. The Contractor shall provide a competent, licensed surveyor to validate the record drawings. If any of the Contractor surveyor's data are found to be inaccurate, all (100%) of the record data shall be verified by a second independent registered land surveyor at the Contractor's expense.

SECTION 70 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

Supplement to Paragraph 70-06 **SANITARY, HEALTH, AND SAFETY PROVISIONS.** The Contractor, his personnel, and subcontractors will not be permitted to use the sanitary facilities in the existing buildings on the airport, and all personnel at the site shall be so advised. Enclosed temporary toilets shall be provided in sufficient numbers and located where directed and approved by the Owner. Drinking water shall be provided from a safe and sanitary source. All such facilities shall be furnished in strict accordance with existing governing health regulations.

Supplement to Paragraph 70-07 **PUBLIC CONVENIENCE AND SAFETY.** Particular attention is directed to safety on the project during the construction set forth under this contract, in order that the Contractor's personnel as well as the general public will be adequately protected. Construction equipment will not be operated or parked in the vicinity of the active airport runway, taxiways and apron during construction. Trenches, channels, holes and the like, dug for installation of underground items, will be left open a minimum length of time.

Equipment not in use will be parked in areas designated on the drawings and at least 300 feet from the active runway and at least 200 feet from active taxiways and aprons. Working equipment closer than this to active paved areas will be permitted only with specific permission from and coordinated with the airport manager through the resident project representative.

No excavation will be made closer than 50 feet to active paved areas except with express permission and coordinated with the Director of Aviation through the resident project representative. All such excavation left open over night will be adequately lighted with flashing lights.

When construction requires cutting of active taxiways or runways, same shall have adequate warning barricades and flashing lights placed at key locations to insure safety of operations. The Owner will publish NOTAM stating times of construction on a runway and advise aviators that the runway is closed.

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of the Manual of Accident Prevention in Construction, published by the Association of General Contractors of America shall be followed to the extent that such provisions are not contrary to applicable law.

Supplement to Paragraph 70-11 **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor shall not commence work under this contract until he has obtained the following required insurance and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all the insurance required of the subcontractor has been obtained and approved. Prior to the commencement of work hereunder, the Contractor shall furnish to the Owner and Engineer certification that the above insurance requirements have been met. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Owner in such insurance shall not be effective until ten (10) days after written notice thereof to the owner and the Engineer.

(a) **Compensation Insurance.** The Contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all his employees at the site of the project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation Statute, the Contractor shall provide and cause each subcontractor to provide adequate insurance for the protection of his employees not otherwise protected.

(b) **Contractor's Public Liability and Property Damage Liability Insurance.** The Contractor shall take out and maintain Contractor's Public Liability and Property Damage Liability Insurance that will protect him from claims for damage for personal injury, including accidental death, as well as from claims for property damage that may arise from operations under this contract, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as detailed in Section 70, and pursuant to local ordinances.

(c) **Contingent Liability.** The above policies for comprehensive liability and property damage insurance must be so written as to include contingent liability and contingent property damage insurance to protect the Contractor against claims arising from the operation of subcontractors, pursuant to Section 70 and local ordinances.

(d) **Contractual Liability.** To recognize and hold harmless the requirements of this contract.

(e) **Public Liability and Property Damage Insurance on Behalf of the Owner.** In addition to the public liability and property damage insurance mentioned above, the Contractor shall furnish written evidence to the owner that with respect to the Contractor's operations or those of any of his subcontractors, he has provided on behalf of the Owner for regular protective public liability and property damage insurance in the amounts above specified pursuant to Section 70 and local ordinances.

(f) **Builder's Risk.** The Contractor shall secure and maintain during the term of this contract, builder's risk insurance to include fire, lightning, extended coverage, vandalism and malicious mischief, pursuant to Section 70 and local ordinances.

Supplement to Paragraph 70-15 **CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS.** To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency and airport tenants such as airline operators are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and the owners are indicated as follows:

Facilities on the Airport which may be in the project area:

Power lines, datacomm lines, and services – Kissimmee Utility Authority

Overhead Apron lighting / poles

Underground and overhead telephone and cable television lines – Owners Unknown

Septic tank and lines – City of Kissimmee / Private /Toho Water Authority

Drainage culverts

Potable water services and sanitary mains, septic drain field mounds, and septic tanks (as applicable) – City of Kissimmee Department of Public Works and Engineering / Toho Water Authority

Facilities known to be in the project areas:

Instrument Landing System (Glideslope and Localizer instrumentation) and Medium Intensity Approach Lighting Facility – Federal Aviation Administration

Runway and Taxiway Lighting and Navigational Aids – City of Kissimmee Gateway Airport

Airport Traffic Control Tower 25 Pair Control Cable, Vaults, and Backup Generators - City of Kissimmee Gateway Airport

Equipment Shelter (Base of ATCT) – Federal Aviation Administration

Automated Weather Observation System (AWOS) – Federal Aviation Administration

Lighted Primary or Supplementary Wind Cone(s)

70-22 PROJECT INSPECTION BY OTHERS. The Contractor should note that pursuant to a Joint Participation Agreement between the State of Florida, Department of Transportation and the Owner, as well as the Federal Aviation Administration and the Owner, the State of Florida and/or the FAA may pay a portion of the cost to this improvement. The construction work and labor shall be done in accordance with the laws of the State of Florida subject to the inspection and approval of the State of Florida, Department of Transportation, and/or the FAA. The construction work and materials, therefore, will be subject to such inspection by the State of Florida, Department of Transportation and/or the FAA or its agents as may be deemed necessary, but such inspection will in no sense

make the State of Florida, Department of Transportation and/or the FAA a party to this contract and will in no way interfere with the rights of either party to the contract.

SECTION 80 PROSECUTION AND PROGRESS

Supplement to Paragraph 80-04 **LIMITATION OF OPERATIONS.** The construction work shall be accomplished in such a manner that the runway is subject to closure only during the times required for construction, and that such closures for construction receive timely publication of NOTAM as to timing and frequency of occurrences.

SECTION 90 MEASUREMENT AND PAYMENT

90-09 ACCEPTANCE AND FINAL PAYMENT. Before the final payment is made, the Contractor shall show to the Owner satisfactory evidence that all just liens, claims, and demands of his employees and of other parties from whom materials used in the construction of the work have been purchased or procured, are fully satisfied. The Contractor shall execute and furnish a release of lien of the form included with the contract documents.

Before acceptance and final payment is made, the Contractor shall furnish to the Owner a guarantee to remain in full force and effect for a period of one (1) year from the date of the acceptance of the project by the Owner. This guarantee shall provide that the Contractor shall repair or replace for said period of one year, all work performed and materials and equipment furnished that were not performed or furnished according to the terms of the contract, and made good all defects thereof that have become apparent before the expiration of one year. Such guarantees shall be covered by the surety bond. If any part of the project, in the opinion of the Owner for the reasons stated above, needs to be replaced, repaired or made good during that time, he shall so notify the Contractor in writing. If the Contractor refuses or neglects to do such work within five (5) days from the date of service of such notice, the Owner shall have the work done by others and the cost thereof shall be paid by the Contractor or his surety. Before the surety bond is released, the Owner shall certify in writing that the foregoing obligations have been fully discharged.

When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of his/her objections to the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of paragraph 50-16, CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50, or under the provisions of this subsection, such claims will be considered by the owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

END OF PART 1A

SECTION 10 DEFINITION OF TERMS

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

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.

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

Paragraph Number	Term	Definition
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.

Paragraph Number	Term	Definition
10-30	Force Account	a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. b. Owner Force Account - Work performed for the project by the Owner's employees.
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

Paragraph Number	Term	Definition
10-37	Owner	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is the City of Kissimmee.
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.

Paragraph Number	Term	Definition
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.

Paragraph Number	Term	Definition
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	[None]

Paragraph Number	Term	Definition
		***** The Engineer may add and define additional terms, if necessary. On projects that utilize a Construction Manager (CM), a Construction Manager at Risk (CMAR), or a Construction Manager/General Contractor (CMGC), add a definition of their roles on the project. The CM generally acts as an agent of the owner and is not legally or financially responsible for completion of the work; a CMAR and CMGC are legally and financially obligated to complete the work. *****

END OF SECTION 10

SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (NOTICE TO BIDDERS). The Owner, or his/her authorized agent, shall publish the advertisement at such places and at such times as are required by local law or ordinances. The published advertisement shall state the time and place for submitting sealed proposals; a description of the proposed work; instructions to bidders as to obtaining proposal forms, plans, and specifications; proposal guaranty required; and the Owner's right to reject any and all bids.

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

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

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

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

Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening. Each bidder shall submit the information in Section SBQ of the Bid Proposal Forms.

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

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

The plans, specifications, and other contract documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

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

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

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

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

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

20-07 PREPARATION OF PROPOSAL. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they

propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

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

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

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

20-09 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

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

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

20-11 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of

the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

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

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

20-14 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

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

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

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

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than **three (3) business** days prior to bid opening.

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

END OF SECTION 20

SECTION 30 AWARD AND EXECUTION OF CONTRACT

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

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

- a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.
- b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

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

30-02 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be made within 270 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

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

For AIP contracts, unless otherwise specified in this subsection, no award shall be made until the FAA has reviewed the Owner's recommendation to make such award in accordance with 2 CFR 200.324. ***A recommendation to award will be made by the owner's representatives within 30 days of the date specified for publicly opening proposals.***

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

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

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

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

Required federal contract provisions can be found at the following FAA website:

www.faa.gov/airports/aip/procurement/federal_contract_provisions/.

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

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

END OF SECTION 30

SECTION 40 SCOPE OF WORK

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

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

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

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

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

Supplemental agreements shall be reviewed and approved by the funding agencies.

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

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

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change

order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

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

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

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

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

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

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

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

the Contractor will not be required to furnish snow removal for such existing road, street, or highway.]

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

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

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

40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the RPR; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

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

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

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

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

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

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

END OF SECTION 40

SECTION 50 CONTROL OF WORK

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

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

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

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

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

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

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

50-03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will

govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

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

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

50-04 LIST OF SPECIAL PROVISIONS.

Special Provisions for this project are listed in General Provision Section 130, and in the Technical Specifications.

50-05 COOPERATION OF CONTRACTOR. The Contractor shall be supplied with **a maximum of three (3)** hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

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

50-06 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

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

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

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project.

The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

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

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

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **AutoCAD Civil 3D 2020 or earlier.**

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

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

Construction Staking and Layout includes but is not limited to:

- A. Clearing and Grubbing perimeter staking***
- B. Rough Grade slope stakes at 100-foot (30-m) stations***
- C. Drainage Swales slope stakes and flow line blue tops at 50-foot (15-m) stations***

Subgrade blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- A. Runway – minimum five (5) per station**
- B. Taxiways – minimum three (3) per station**
- C. Holding apron areas – minimum three (3) per station**
- D. Roadways – minimum three (3) per station**

Base Course blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- A. Runway – minimum five (5) per station**
- B. Taxiways – minimum three (3) per station**
- C. Holding apron areas – minimum three (3) per station**

Pavement areas:

A. Edge of Pavement hubs and tacks (for stringline by Contractor) at 100-foot (30-m) stations.

B. Between Lifts at 25-foot (7.5-m) stations for the following section locations:

- 1. Runways – each paving lane width**
- 2. Taxiways – each paving lane width**
- 3. Holding areas – each paving lane width**

C. After finish paving operations at 50-foot (15-m) stations:

- 1. All paved areas – Edge of each paving lane prior to next paving lot**

D. Shoulder and safety area blue tops at 50-foot (15-m) stations and at all break points with maximum of 50-foot (15-m) offsets.

E. Fence lines at 100-foot (30-m) stations minimum.

F. *Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, Visual Approach Slope Indicators (VASIs), Precision Approach Path Indicators (PAPIs), Runway End Identifier Lighting (REIL), Wind Cones, Distance Markers (signs), pull boxes and manholes.*

G. *Drain lines, cut stakes and alignment on 25-foot (7.5-m) stations, inlet and manholes.*

H. *Painting and Striping layout (pinned with 1.5 inch PK nails) marked for paint Contractor. (All nails shall be removed after painting).*

I. *Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet (120 m) per pass (that is, paving lane).*

The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor.

Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the Engineer without additional cost to the Owner.

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

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

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

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

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

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

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

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

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

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

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

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

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

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

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

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

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

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

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

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

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor

**KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL**

**CONTROL OF WORK
SECTION 50**

shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

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

END OF SECTION 50

SECTION 60 CONTROL OF MATERIALS

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

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

For projects funded under the Airport Improvement Program (AIP), Contractor shall supply steel and manufactured products that conform to the Buy American provisions established under 49 USC Section 50101 as follows: "Steel products must be 100% U.S. domestic product Manufactured Products. Preference shall be given to products that are 100% manufactured and assembled in the U.S. Manufactured products not meeting the 100% U.S. domestic preference may only be used on the project if the FAA has officially granted a permissible waiver to Buy American Preferences. Submittals for all manufactured products must include certification of compliance with Buy American requirements as established under 49 USC Section 50101. Submittal must include sufficient information to confirm compliance or submittal will be returned with no action."

Federal Contract Clauses are available at the following FAA website:
http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/

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

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

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

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

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified

representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

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

The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).

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

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

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

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

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

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

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

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

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

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

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

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

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

60-05 ENGINEER/ RESIDENT PROJECT REPRESENTATIVE (RPR) FIELD OFFICE.
Engineer's field office is not required for this project.

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

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

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

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

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

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

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

END OF SECTION 60

SECTION 70 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

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

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

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

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

No work by others is anticipated on this project, except that Utilities may be located in the area of construction, and it is the Contractor's responsibility to coordinate and pay for the construction, demolition, modification, or removal of all utilities.

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

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

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

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

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

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

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

70-08 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) **G005 through G010** of the project plans. ***The written CSPP report is included in the Project Manual.***

70-09 USE OF EXPLOSIVES. The use of explosives is not permitted on this project.

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

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

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

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

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

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

The Contractor shall provide temporary access to the staging/storage areas and work sites for the entire duration of the project, as indicated on the plans. Refer to the Construction Safety and Phasing Plans and Document (CSPP)

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

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

work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

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

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

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

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

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

70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

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

Facilities on the Airport which may be in the project area:

Power lines, datacomm lines, and services – Kissimmee Utility Authority

Overhead Apron lighting / poles

Underground and overhead telephone and cable television lines – Owners Unknown

Septic tank and lines – City of Kissimmee / Private /Toho Water Authority

Drainage culverts

Potable water services and sanitary mains, septic drain field mounds, and septic tanks (as applicable) – City of Kissimmee Department of Public Works and Engineering / Toho Water Authority

Facilities known to be in the project areas:

Instrument Landing System (Glideslope and Localizer instrumentation) and Medium Intensity Approach Lighting Facility – Federal Aviation Administration

Runway and Taxiway Lighting and Navigational Aids – City of Kissimmee Gateway Airport

Airport Traffic Control Tower 25 Pair Control Cable, Vaults, and Backup Generators - City of Kissimmee Gateway Airport

Equipment Shelter (Base of ATCT) – Federal Aviation Administration

Automated Weather Observation System (AWOS) – Federal Aviation Administration

See also the Design Survey and the Construction Plans for known utilities. It is the Contractor's responsibility to coordinate utilities, and call for locates prior to construction. By State of Florida Law, the Contractor is required to contact SUNSHINE STATE ONE CALL 811 prior to any construction activity.

Person to Contact (Shaun Germolus, Director of Aviation or Ramon Senorans, Airport Manager).

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

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

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

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence

of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

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

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

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

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

70-15.1 FAA FACILITIES AND CABLE RUNS. The Contractor is hereby advised that the construction limits of the project *may* include existing facilities and buried cable runs that are owned, operated and maintained by the FAA *in the vicinity of the project*. ***The Contractor will locate and flag all underground utilities prior to any excavation.*** . The Contractor, during the execution of the project work, shall comply with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

70-21 INSURANCE REQUIREMENTS. The contractor shall meet the insurance requirements as detailed in other sections of the contract documents.

70-21A INDEMNITY

The Contractor shall indemnify and hold the Owner harmless from any and all claims, liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorney's fees and expenses, in connection with the Contractor's performance of this Contract, provided that such claims, liability, damage, loss, cost or expense is due to sickness, personal injury, disease or death, or to loss or destruction of tangible property (other than the work itself), including loss of use resulting therefrom, to the extent caused by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner. Notwithstanding the above language, the Owner does not waive its rights to statutory immunity under FSS 768.28.

70-22 FLORIDA LAW/VENUE

This agreement shall be interpreted in accordance with the Laws of the State of Florida. Venue of all actions shall be Osceola County, Florida.

70-23 TERMINATION

70-23.1 Either party hereto may terminate this Contract upon giving thirty (30) days written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein;

70-23.2 This Contract may be terminated by the Owner without cause upon thirty (30) days written notice to the Contractor. In the event of such a termination which are not disputes in Good Faith without cause, the Owner shall pay the Contractor for all services rendered prior to the termination, plus any expenses incurred and unpaid which would otherwise be payable hereunder. In such event, the Contractor shall promptly submit to the Owner its invoice for final payment which invoice shall comply with other provisions of this contract.

70-24 TIME IS OF THE ESSENCE

Time is of the essence in the performance of the services provided by the Contractor to the Owner.

70-25 WAIVER OF JURY TRIAL; ATTORNEY'S FEES.

It is mutually agreed by and between City and Contractor that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs, from the opposing party. For the purpose of this agreement, reasonable Attorney fees of the City Attorney and/or the Assistant City Attorney shall be based on the fees regularly charged by private Attorneys with an equivalent number of years of professional experience who practice in Orange and Osceola County, Florida.

70-26 NONASSIGNMENT CLAUSE

Neither this agreement nor any interest herein, or claim hereunder, shall be assigned or transferred by the Contractor to any party or parties.

70-27 NOTICE

Whenever any notice is required by this Agreement to be made, given or transmitted to the parties, such notice shall be served by Certified or Registered Mail with return receipt, addressed to:

Director of Aviation
Kissimmee Gateway Airport
401 Dyer Boulevard
Kissimmee, FL 34741-4613

and notices, consents and approvals to Contractor addressed to:

or such other addresses as the parties may designate to each other in writing.

70-28 SEVERABILITY

**KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL**

**LEGAL REGULATIONS AND
RESPONSIBILITY TO PUBLIC
SECTION 70**

Each party entering into the agreement agrees that each paragraph is independent and severable from the other. If any clause is found or considered to be invalid by a court of law, the remaining clauses shall continue in full force and effect.

END OF SECTION 70

SECTION 80 EXECUTION AND PROGRESS

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

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

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

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

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

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

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

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

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

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

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

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

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

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

This project requires either Runway 15-33 or Runway 6-24 to be closed anytime there is activity within the Runway Safety Area. Taxiways shall be closed anytime there is activity within the Taxiway Safety Area. Refer to the Construction Safety and Phasing Plans for detailed phasing requirements.

NOTE: At least one Runway must be open at all times, unless specifically allowed by the Airport in writing. Two runways closed will required the Contractor to perform the work at night.

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

80-04.1 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements

for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Schedule	Liquidated Damages Cost	Allowed Construction Time
A+B+C	\$500	150 Calendar Days

The maximum construction time allowed for Schedules **A+B+C** will be the sum of the time allowed for individual schedules but not more than **150 calendar days**. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

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

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

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

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

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

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

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

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

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

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

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

END OF SECTION 80

SECTION 90 MEASUREMENT AND PAYMENT

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

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

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

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

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

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

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term "ton" will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty.

Term	Description
	daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Term	Description
	Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

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

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

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

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

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

The Contractor shall not order any materials without the written consent of the Engineer. The Contractor will be reimbursed for stored materials on-site only as accepted by the Engineer. The Owner will not pay any re-stocking fees, delivery fees, or any other fees for any materials that are not stored, inspected, and approved on Airport property. All materials must be protected and in new, unused, undamaged condition, per Section 90-07.

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

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

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

90-06 PARTIAL PAYMENTS. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the

RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

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

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

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

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

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

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

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

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

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

Retainage shall be subject to Florida Law.

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

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

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

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

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

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

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

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

90-09 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

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

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

90-10 CONSTRUCTION WARRANTY.

- a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.
- b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with

the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

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

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

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

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

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

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

Note that Engineering Brief (EB) #67, Light Sources Other than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures, requires that all light-emitting diode (LED) light fixtures with the exception of obstruction lighting, (advisory circular (AC) 150/5345-43) must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

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

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

- e. Provide complete release of all claims for labor and material arising out of the Contract.
- f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
- g. When applicable per state requirements, return copies of sales tax completion forms.
- h. Manufacturer's certifications for all items incorporated in the work.
- i. All required record drawings, as-built drawings or as-constructed drawings.
- j. Project Operation and Maintenance (O&M) Manual(s).
- k. Security for Construction Warranty.
- l. Equipment commissioning documentation submitted, if required.
- J. All lien releases for sub-contractor work, and any outstanding Notices to Owner (NTOs).***

END OF SECTION 90

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SECTION 120 FEDERAL CONTRACT CLAUSES

Go to www.faa.gov for additional information, incorporated by reference.

A1 ACCESS TO RECORDS AND REPORTS

A2

A1.3 CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

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

A3 AFFIRMATIVE ACTION REQUIREMENT

A2.3 SOLICITATION CLAUSE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

Timetables

Goals for minority participation for each trade:	8.42%
Goals for female participation in each trade:	6.9%

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

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

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is City of Kissimmee, Osceola County, Florida.

A4 BREACH OF CONTRACT TERMS

A3.3 CONTRACT CLAUSE

BREACH OF CONTRACT TERMS

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

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

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

A5 BUY AMERICAN PREFERENCE

A4.3 SOLICITATION CLAUSE

A4.3.1 Buy American Preference Statement

BUY AMERICAN PREFERENCE

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

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

A4.3.2 Certificate of Buy American Compliance – Total Facility

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49

USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

 Date

 Signature

 Company Name

 Title

A4.3.3 Certificate of Buy American Compliance – Manufactured Product

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States;
- b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

A6 CIVIL RIGHTS - GENERAL

A5.3 CONTRACT CLAUSE (Use the Correct Clause for the Situation)

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A5.3.2 Clause that is used for Lease Agreements or Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

The (tenant/concessionaire/lessee) agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3 SOLICITATION CLAUSE

The sponsor must include this clause in:

- 1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and
- 2) All sponsor proposals for negotiated agreements **regardless of funding source.**

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

The sponsor must include this contract clause in:

- 1) Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and
- 2) Service contracts with utility companies that are not already subject to nondiscrimination requirements.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultant) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Insert this list in every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities.

This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.3 CONTRACT CLAUSE

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.3 CONTRACT CLAUSE

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A9 COPELAND “ANTI-KICKBACK” ACT

A9.3 CONTRACT CLAUSE

COPELAND “ANTI-KICKBACK” ACT

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

A10 DAVIS-BACON REQUIREMENTS

A10.3 CONTRACT CLAUSE

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.*

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages

required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses

and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship

and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted

to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

A11 DEBARMENT AND SUSPENSION

A11.3 SOLICITATION CLAUSE

A11.3.1 Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

A11.3.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.3 REQUIRED PROVISIONS

A12.3.1 Solicitation Language (Solicitations that include a Project Goal)

Information Submitted as a matter of bidder responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (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 listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (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 listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

A12.3.2 Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the [Insert Name of Owner] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A12.3.3 Prime Contracts (Projects Covered by a DBE Program)

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **30 calendar days** from the receipt of each payment the prime contractor receives from **City of Kissimmee, Florida**. The prime contractor agrees further to return retainage payments to each subcontractor within **30 calendar 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 **City of Kissimmee, Florida**. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING

A13.3 CONTRACT CLAUSE

TEXTING WHEN DRIVING

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 ENERGY CONSERVATION REQUIREMENTS

A14.3 CONTRACT CLAUSE

ENERGY CONSERVATION REQUIREMENTS

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

A15 DRUG FREE WORKPLACE REQUIREMENTS

A15.3 CONTRACT CLAUSE

None.

A16 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)

A16.3 MANDATORY CONTRACT CLAUSE

A16.3.1 EEO Contract Clause

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

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

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

(3) The Contractor will send to each labor union or representative of workers with which it 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.

A16.3.2 EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

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 part 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 in paragraphs 7a through 7p of 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.

l. 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 (7a through 7p). 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 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female 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 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 part 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).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

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

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A18.3 CONTRACT CLAUSE

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal

contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A19 PROHIBITION of SEGREGATED FACILITIES

A19.3 CONTRACT CLAUSE

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

A21.3 CONTRACT CLAUSE

PROCUREMENT OF RECOVERED MATERIALS

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

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

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

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

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

A22 RIGHT TO INVENTIONS

A22.3 CONTRACT CLAUSE

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A23 SEISMIC SAFETY

A23.3 CONTRACT CLAUSE

A23.3.1 Professional Service Agreements for Design SEISMIC SAFETY

In the performance of design services, the Contractor agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Contractor agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A23.3.2 Construction Contracts SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

A24.3 CONTRACT CLAUSE

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 3) The applicant represents that it is (☐) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 4) The applicant represents that it is (☐) is not (☐) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A25 TERMINATION OF CONTRACT

A25.3 CONTRACT CLAUSE

A25.3.1 Termination for Convenience

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

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

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

Owner agrees to pay Contractor for:

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

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

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

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Contractor, terminate this Agreement for its convenience and without cause or default on the part of Contractor. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Contractor must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Contractor for satisfactory work completed up through the date the Contractor receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A25.3.2 Termination for Default

TERMINATION FOR DEFAULT (CONSTRUCTION)

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

TERMINATION FOR DEFAULT (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

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

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Contractor to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Contractor must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Contractor must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Contractor for satisfactory work completed up through the date the Contractor receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Contractor was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Contractor:** The Contractor may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Contractor in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Contractor.

Upon receipt of a notice of termination from the Contractor, Owner agrees to cooperate with Contractor for the purpose of terminating the agreement or portion thereof, by mutual consent.

If Owner and Contractor cannot reach mutual agreement on the termination settlement, the Contractor may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Contractor through the effective date of termination action. Owner agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A26 TRADE RESTRICTION CERTIFICATION

A26.3 SOLICITATION CLAUSE

TRADE RESTRICTION CERTIFICATION

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

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

- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

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

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

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

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

A27 VETERAN'S PREFERENCE

A27.3 CONTRACT CLAUSE

VETERAN'S PREFERENCE

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

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SECTION 130 SPECIAL PROVISIONS

1.0 CONTRACT DOCUMENTS. This section of these specifications is a part of the Contract Documents as defined in the General Provisions. All applicable parts of the balance of the Contract Documents are equally as binding for this as for all other sections.

2.0 GENERAL. The special requirements set forth in this section of these specifications shall govern any aspect of the contract work which such requirements are deemed applicable by the Owner or the Engineer. The purpose of these requirements is to ensure that the contract work does not damage private property or create any hazard to aircraft operations, and point out special coordination or schedule conditions that the Contractor should be aware of. It shall be the Contractor's responsibility to conduct all work in strict accordance with the special requirements set forth herein and to fully cooperate with the Owner and the Engineer in every way necessary to fulfill the purposes of these requirements.

All construction and earthwork to be accomplished in accordance with FAA Advisory Circulars 150/5370-10 Standards For Specifying Construction Of Airports, 150/5370-7, Airport Construction Controls to prevent Air and Water Pollution, and FAA Advisory Circular 150/5320-5, Airport Drainage, latest revisions.

3.0 DESCRIPTION OF WORK. The project consists of the following major items of work:

TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL

The description of the proposed work includes but is not limited to the following:

- The construction of Taxiway Echo pavement, edge lighting, grading, marking, and relocation of navigational aids, as applicable. The Taxiway Echo pavement will be constructed pursuant to the most cost-effective method available based on the geotechnical testing results and other data collection. This project also includes a medium intensity taxiway lighting system, upgrading the system's constant current regulator, vault work, cable and duct markers, junction bases, ground rods, Airport Lighting Control System (ALCS) and other electrical items necessary to meet FAA standards.

- The removal of one or more existing hangar buildings and foundations, associated apron pavements, underground utilities, tanks, and other facilities which currently obstruct the proposed alignment and construction of the Taxiway Echo improvements.

...all in accordance with the applicable FAA and FDOT design standards and specifications, and subject to the availability of Federal and State funds.

Attention shall be directed to the balance of these Contract Documents for more specific information on the work to be performed. All construction and materials will be specified in more detail on the drawings and hereinafter.

4.0 SITE EXAMINATION. The Contractor's attention is called to Section 20-6 of the General Provisions which requires all Bidders to examine the project site prior to submission of a proposal.

5.0 CONSTRUCTION SEQUENCE AND CONTRACT TIME. Upon execution of the Contract(s), the Owner shall issue a written "Notice to Proceed" which will specify an effective date for the Contractor(s) to commence work. Between the execution of the Contract and the date specified for the commencement of work, the Contractor shall prepare and submit the materials, equipment and work schedules as specified in the various sections of these specifications. Upon approval of the materials and equipment schedules by the Owner's Representative, the Contractor shall proceed with the ordering of the materials and equipment. The Contractor shall notify the Owner's Representative of the receipt of any materials and equipment and of any changes in the delivery schedules. During this period, the Contractor shall install the Owner's Representative's field office and may bring equipment and materials into the Contractor's staging area. All work under this Contract must be completed within the number of calendar days stated herein below of the date specified in the written "Notice to Proceed":

The number of calendar days for the completion of the Bid Schedules is presented as follows:

<u>Segment</u>	<u>Contract Time</u>
<i>All Bid Schedules</i>	<i>120 Calendar Days – Substantial Completion 30 Calendar Days – Final Completion</i>
<i>150 Calendar Days – Total</i>	

6.0 LIQUIDATED DAMAGES. If the work remains incomplete after the time specified in paragraph 1-5.0 for the completion of all work, the Contractor shall pay the Owner as liquidated damages the sum of ***Five Hundred Dollars (\$500.00)*** per calendar day for each and every calendar day that the work remains incomplete beyond the above specified time as provided in the General Provisions.

Following are the general objectives that must be attained in order to minimize time and economic loss to the aviation community, airline passengers, and construction contractors:

- Keep the airport operational for all user aircraft
- Minimize flight operation delays
- Maintain safety of aircraft operations
- Minimize delays to contractor activities
- Minimize aircraft operations and construction activity conflicts

7.0 SCHEDULING OF WORK. Prior to commencement of any work, the Contractor must confer with the appropriate FAA representative and the Airport operator to assure that the scheduling of construction activities in conjunction with aircraft operations is fully understood.

8.0 WORKING NEAR RUNWAYS AND/OR TAXIWAYS. Normal airport operations will be conducted on the airfield during construction and the work shall be carried on in such a manner as not to interfere with the necessary operation of the airport. The Contractor shall take all precautions necessary to ensure the safety of operating aircraft as well as his own equipment and personnel.

No construction operations shall be carried on within 39.5 feet (12 m) from the centerline of any taxiway or within 250 feet (76 m) of the centerline of any active runway or within the limits of active runway approach zones unless prior approval has been obtained. When permission has been granted to work inside these limits, no equipment shall be left within the lines when not actually working. During lunch hour or other breaks in the daily work schedule, nights, weekends, and the days when work is not permitted or is not progressing, the equipment shall be located outside of these restriction lines. All booms shall be lowered when the equipment is not in operation. No construction operations, including an open flame such as welding or burning, shall be carried on near any aircraft.

9.0 LIMITATION ON CONSTRUCTION.

(a) Open-flame welding or torch cutting operations is prohibited unless adequate fire and safety precautions are provided by the Contractor and have been approved by the airport operator.

(b) Open trenches, excavations and stockpiled material at the construction site will be prominently marked by red flags and lighted by light units (acceptable to the Airport Operator and the FAA) during the hours of restricted visibility and/or darkness.

(c) Stockpiled material will be constrained in a manner to prevent movement resulting from aircraft blast or wind conditions in excess of 10 knots.

(d) The fire department will be notified when construction could alter or block access routes.

(e) Local regulations regarding noise abatement will be adhered to.

(f) Where construction involves areas requiring maintenance of traffic with lighting and/or signage, the manual on Uniform Traffic Control Devices for Streets and Highways shall be followed.

10.0 OBSTRUCTIONS TO NAVIGATION. Penetration of approach/departure clearance surfaces and the transitional surfaces shall not be allowed without advance notification of the Project Engineer and approval by the Airport Operator and FAA. This includes any penetrations whatsoever by the Contractor including but not limited to motor vehicles, cranes, other construction equipment, structures, stockpiled materials, rock, aggregates, excavated earth, etc.

When such penetration are unavoidable they shall be brought to the attention of the FAA, the Airport Operator and the Engineer as far in advance as is practical to allow Notices to Airmen (NIGHTTIME) to be prepared and distributed to appropriate FAA divisions for publication and distribution.

11.0 TAXIWAY CLEARANCES. Large aircraft wings extend beyond the edges of paved taxiways when they are taxiing. It is therefore critical that no construction vehicles, equipment, or materials enter or be placed within taxiway obstacle free areas without prior approval from the Airport Owner, FAA and the Engineer. It is required during construction activities, taxiway obstacle free areas be flagged and lighted in critical areas of construction activity by the Contractor. The flagging alignments will be designated by the Airport Owner and the Engineer. When safety and obstacle free areas must be infringed upon by construction activities for extended periods of time, plans of infringements will be agreed by the Contractor with the Engineer, Airport Owner and FAA adequately in advance so that NOTAMS may be issues and airlines informed.

When required and approved, taxiways may be closed and aircraft detoured. Figure 1 depicts typical taxiway clearance and flagging requirements.

12.0 NAVIGATIONAL AIDS. Any unplanned, unapproved or accidental shutdown of any navigational aid requires immediate notification of the Airport Owner, and the FAA by the Engineer and the Contractor.

13.0 DEBRIS, DIRT, ETC. ON APRON, RUNWAY OR TAXIWAYS. Aprons, runways and taxiways shall be kept free of all debris, dirt, etc., at all times. Any accidental spillage of excavation or other materials shall be cleaned up immediately by the contractor after prompt notification by the Airport Owner or the Engineer. A program of regular apron and taxiway inspection will be planned by the Airport Owner, the Engineer and the Contractor. Inspections shall be made before the time for commencement of normal aircraft operations and more frequently if construction activities are of a nature that debris may accumulate on runway, taxiways or aprons.

14.0 STORAGE OF EQUIPMENT, MATERIAL OR EXCAVATION. The Contractor shall not store materials or park equipment in aircraft operational areas when the equipment or material is not in use or about to be installed. Material or equipment in use, in operation areas must be stored or parked in a manner that they may be quickly removed to accommodate aircraft operations.

No vehicles, equipment or material shall be operated or stored within 500' of the centerline of existing runway pavement or 65.5' of the centerline of existing taxiway pavement. A line 65.5' from the centerline of the existing taxiway or apron pavements will be flagged and lighted as required in AC 150/5370-2 by the contractor.

Space will be made available at the site for the temporary field offices of the Contractor (and his subcontractor) and for storage of construction equipment and materials. The Contractor (and his subcontractor) shall provide all necessary temporary fencing and gates to protect materials from theft. The Contractor shall make arrangements with the Engineer for space for his own needs and the needs of his subcontractors.

15.0 GROUND VEHICLE TRAFFIC CONTROL. (a) When any vehicle other than those routinely used in the aircraft movement area and runway approach area is required to travel over any portion of that area, it should be escorted by a vehicle properly identified to operate in the area or provided with a flag on a staff so attached to the vehicle so that the flag will be readily visible. The flag should be not less than 3 feet square consisting of a checkered pattern on international orange and white squares of not less than 1 foot on each side and displayed in

full view above the vehicle. A flag or escort vehicle is not required for vehicles which have been painted, marked and lighted for routine use on aircraft movement areas. Any vehicle operating on the movement area during the hours of darkness should be equipped with a flashing dome-type light, the color to be in accordance with local and/or state codes.

(b) Vehicular traffic crossing active movement areas must be controlled either by two-way radio with the Airport Traffic Control Tower's Ground Frequency (see safety notes plan), by escort, flagman, signal light or the means appropriate for the particular airport. The clearance should be confirmed by the driver's personal observation that no aircraft is approaching his position.

(c) All Contractor's vehicles shall have the company identification plainly visible on both sides of the vehicle in order to identify the vehicle. It may be desirable to clearly identify the vehicles for control purpose by either assigned initials or numbers prominently displayed on each side. The identifying symbols should be 8-inch minimum, black-type characters of a color easily read. They may be applied by use of tape or water soluble paint to facilitate removal.

(d) Security measures at the airport will require that Contractor employees park their personal cars in the area of the Contractor's storage area. Parking of personal cars at the site of the work will not be permitted. The Contractor, as a subsidiary obligation, shall provide adequate and safe transportation for his employees from the area where the cars are parked to and from the work area. Employees and drivers of work vehicles will be instructed as to proper access roads and will be cautioned that unauthorized use of aircraft pavements or other areas outside the designated work area may lead to their arrest and subsequent payment of fines.

(e) Trucks delivering material to an actual work area shall be provided with an escort.

16.0 APPLICABLE STANDARDS. Advisory Circular AC No. 150/5370-2 will be used as a guideline to assist in maintaining operational safety during construction activities. This document also refers to other applicable Advisory Circulars.

Federal Aviation Regulations - Part 77, not included herein, will also be used to define "Objects Affecting Navigable Airspace".

17.0 OSHA and OTHER SAFETY PRECAUTIONS. In addition to the safety requirements outlined thus far, all pertinent Occupational Safety and Health Administration rules shall be complied with. Specifically,

(a) Prior to each days work, the Contractor's supervisor should call the tower shift supervisor and inform him of that day's activities and where he will be working. The supervisor and one of his representatives shall have a two-way radio available at all times. It will be turned on any time work is underway adjacent to the terminal apron or any taxiway.

(b) The Contractor's supervisor shall be responsible for insuring all workmen comply with the Airport Security Program. He will control ingress and egress of his and subcontractor's personnel and insure construction work gates remain locked or manned by a flagman at all times.

18.0 CONFINED SPACE ENTRY PROCEDURES. Contractor shall be aware of and follow proper confined space entry procedures as outlined by the National Institute for Occupational Safety and Health (NIOSH). Confined spaces are generally defined as spaces which:

1. Are NOT designed for continuous worker presence.
2. Have limited openings for entry or exit.
3. Have less than ideal natural ventilation.

The Contractor shall, as a minimum, have the following equipment on hand for use by his employees, subcontractors, inspectors, etc.:

- 3 Harnesses
- 3 40' Lengths of 5/8" Nylon Rope
- 3 Sets of Leather Gloves
- 3 Sets of Safety Glasses
- 1 Ventilation Blower
- 1 Tripod w/ Winch
- 1 Tri Gas Detectors of the latest approved models

Contractor shall make at least one person available as an assistant for all inspections in confined areas.

19.0 VIOLATIONS. The responsibilities of meeting the requirements of this Safety Plan rests with the Contractor. The Engineer, the appropriate FAA representative, and the Airport Operator each have the right to stop work at the Contractor's expense if violation of this plan is encountered.

20.0 EXISTING FAA CABLE PROTECTION. The local FAA Airway Facilities personnel will mark the cable alignment once prior to construction, thereafter, the cable alignment markings shall be maintained by the Contractor. The uncovering of the cables shall be performed in the presence of FAA local Airway Facilities personnel. A notice of 48 hours shall be given the FAA before commencing the excavation. Any cable that lays within the work areas shall be covered by planing or metal sheets to protect the cables from direct bearing pressure by heavy equipment. If the Contractor causes a disruption in FAA service due to cutting of the cable, he shall be liable for all costs of replacement plus a penalty fine of \$500.00 (Five Hundred Dollars) per day of disruption.

21.0 PHASED CONSTRUCTION. The Contractor will submit a proposed construction schedule within 15 days of Notice to Proceed. He will include calendar dates and will phase schedule his work to minimize any conflict with normal airport operation. The Contractor's attention is directed to the General Site and Safety Plan of the Contract Drawings for more specific detail on phasing construction.

22.0 NIGHT WORK. All necessary equipment including lights, generators, etc., required for night work shall be supplied by the Contractor and no separate measurement or payment will be made for lighting equipment, but rather it shall be considered incidental to the various contract work items. The Contractor may elect to work night hours in order to complete the project within the given time.

Before commencing with night work, the Contractor shall demonstrate the capabilities of his lighting system to the Engineer. If the Engineer is not completely satisfied that adequate light is being provided the Contractor shall provide additional lighting apparatus to the Engineer's satisfaction before the Contractor is allowed to commence work.

23.0 PROJECT SCHEDULE. Upon execution of a contract for the designated Bid Schedule, the Contractor may proceed with preparation and submittal of shop drawings for approval and with subsequent ordering and fabricating of materials. When the Contractor is ready to commence work on the site, he shall inform the Owner who will issue a written "Notice to Proceed" which will specify an effective date for the Contractor to commence work at the site. All work under this contract must be completed within the time schedule, as shown on page 3 of this section, of the date specified in the written "Notice to Proceed". The Owner reserves the right to issue the "Notice to Proceed" at any time in order to preclude the Contractor from taking an extraordinary amount of time to prepare for work at the site.

The Contractor shall be required to submit a tentative schedule of how the work will be accomplished over the contract period. This tentative schedule shall provide for a minimal disruption of general aviation and no disruption to the existing aircraft parking areas.

Also, in accordance with paragraph 80-02 of Section 80, the Contractor shall notify the Engineer at least 48 hours is the time required by the Owner to issue a proper Notice to Airmen (NOTAM) of the pending construction activities. The Contractor shall coordinate his overall schedule with the other contractors through the Owner. The Contractor's daily schedule must be coordinated with the Owner and the Engineer.

24.0 WEEKLY SCHEDULE UPDATE REQUIRED. To facilitate the specific requirements and intent of this section, the Contractor shall prepare and submit weekly, a schedule of operations for the following work week. The schedule shall be given to the Engineer by the end of the work week preceding the week covered by the schedule. The weekly schedules shall be subject to the approval of the Engineer, and shall include as a minimum, the following:

1. Major work items to be accomplished.
2. Number of men to be on site.
3. Type and quantity of equipment to be on site.
4. Areas of the site where construction is scheduled.
5. Any anticipated closing of facilities which will be required.
6. Other information requested by the Owner or Engineer.

The Engineer may disallow work in areas not included in the current work schedule.

25.0 HAUL ROUTES AND AIRPORT ACCESS FOR CONSTRUCTION. When public roads and highways must be used for haul routes, it will become the contractor's responsibility to obtain the proper permits needed for this function and to obey all rules and regulations pertinent to the public roads and highways. The Contractor shall be responsible for keeping the haul routes, including state, Owner, and county roads, swept clean of any debris introduced by his construction equipment.

Haul routes on the airport shall be as shown on the Contract Drawings or as directed by the Engineer. Access to the construction areas shall be in accordance with the General Site and Safety Plan of the Contract Drawings. Trucks loaded in the construction areas shall have loads trimmed as necessary to ensure that no particles, stones, or debris will fall off.

All paved haul routes or access roads shall be kept clean at all times to prevent the accumulation of dirt and mud and the generation of dust by sweeping, washing or other methods directed by the Engineer. Unpaved haul roads, if any, shall be maintained by blading and filling when directed by the Engineer, and dust shall be controlled at all times.

All haul roads disturbed shall be restored to their original or better condition before the Project will be considered complete. No separate payment will be made for the construction, repair and maintenance, including dust control of haul and access roads, and all costs thereof shall be included in the contract price for the various work.

26.0 STORAGE AREA AND EQUIPMENT AREA. The areas for the location of all of the Contractor(s)'s Field Offices and for storing materials and servicing, repairing and parking construction equipment are located where shown on the drawings. All material to be used in the work shall be stored in these areas. The Owner will not be responsible for any vandalized equipment or material stored in the Airport property. Any area occupied by the Contractor shall be maintained in a clean and orderly condition satisfactory to the Engineer. Particular attention shall be given to the elimination of combustible rubbish or debris in the areas, and none shall be left exposed overnight or at other periods of time the work is shut down. At the completion of the contract, all Contractor's and subcontractor's facilities will be removed promptly in a workmanlike manner, and the area left clean and free of all debris or surplus material.

27.0 APPROVAL OF SUBCONTRACTORS. The names of the subcontractors shall be submitted for approval. The Contractor shall submit a list of recent work of similar scope and nature that the proposed subcontractor has successfully completed. Failure of the Contractor to prove to the satisfaction of the Engineer that the subcontractor he proposes has expertise in the services to be performed will be cause for rejection.

~~**28.0 ENGINEER'S FIELD OFFICE AND SANITARY FACILITIES.** Contractor shall furnish prior to beginning construction and maintain during construction of the improvements embraced in the contract a suitable field office for the Engineer at the site of the work. The location of the field office shall be approved by the Engineer. The Contractor shall maintain the office during construction and remove it upon completion of the work.~~

~~The office shall be equipped with electric lights, heating and air conditioning facilities and telephone service. The field office shall contain not less than 150 square feet of floor area and shall be provided with glazed and screened windows. Each door shall be equipped with locks. The office shall be equipped with the following furniture:~~

- ~~_____ 1 standard size flat top desk~~
- ~~_____ 1 table at least 2 feet 6 inches wide~~
- ~~_____ and 5 feet long~~
- ~~_____ 1 desk chair, 1 straight chair, and~~
- ~~_____ 1 drafting stool~~
- ~~_____ 1 drafting table~~
- ~~_____ 1 shelving, closets and plan racks~~

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_____ as may be required
_____ 1 ~~telephone and 1 fax machine or combination device~~
_____ 1 ~~telephone message recorder~~
_____ 1 ~~copier (may be shared in Contractor's office)~~
_____ 1 ~~at least one reverse cycle air conditioner capable of~~
_____ ~~maintaining the office at 72 degrees F.~~

~~The above Contractor shall be assessed \$800 per day for each day that the field office is not installed, while construction has started.~~

~~The Contractor awarded the contract shall pay all copying, telephone, heating, and electric bills applicable to the Contract incurred by the Engineer in the field office, except for *personal* long distance toll calls. Any long distance toll calls for project business purposes shall be borne by the Contractor. **An Engineer's Field Trailer will NOT be required on this project.**~~

29.0 DISPOSAL SITE FOR SURPLUS AND UNSUITABLE MATERIALS. ~~A disposal site for excavated surplus and unsuitable material will be available as shown on the plans or as otherwise specified or may be designated by the Owner prior to construction. The material if disposed of on airport property shall be maintained at a uniform height and shall be sloped and graded to drain. The area shown on the plans shall be graded level and compacted with a vibratory roller. Concrete debris and pavement excavation to be disposed of shall not exceed 4 feet in the maximum dimension and shall be buried and covered with the excavated materials. **No on-Airport disposal site has been approved for this project. All unsuitable, unused, or unnecessary materials shall be hauled off of Airport property and legally disposed, or used on the project, as approved by the Owner's representative. The Owner's representative will inspect all materials to be hauled off-site prior to removal. The Owner reserves the right of first refusal to keep unused, unnecessary, and/or excess materials, prior to the contractor removing them off-site.**~~

30.0 COORDINATION WITH OTHERS. It is essential that work under this contract be coordinated with other Contractors, the Owner, county, and/or utilities companies which may be performing other work on or adjacent to the airport.

31.0 AIRCRAFT BARRICADES. The Contractor shall furnish and place as required, lighted barricades to clearly define work areas to aircraft operators. The barricades shall be placed as shown on the plans or as directed by the Engineer. The barricades shall be low profile type, a maximum of 24 inches high (including flag heights), shall be bright reflective red and white, with red and white striped or checkered flags, and shall be lighted with red reflective lights. No open flame lighting shall be used. All temporary lights and barricades shall be weighted against jet blast (100 mph). Barricades shall be placed no more than 8 feet apart.

Barricades shall be maintained throughout each calendar day for the duration of the project. Should moving the position of barricades to accomplish a day's work be necessary, the original position of the barricades shall be restored at each day's end.

32.0 MEASUREMENT AND PAYMENT. No separate measurement or payment will be made for the provisions of physical facilities or the compliance with requirements under this section of these specifications except for stated allowances. The provision of facilities and compliance with requirements covered by this section of these specifications shall be included in the unit

price bid for mobilization.

33.0 MATERIALS, WORKMANSHIP, AND EQUIPMENT SPECIFICATIONS. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications, as "equal to" or of a particular standard, the Owner's authorized representative shall decide the question of equality.

All materials, equipment, parts, and assemblies thereof, entering into the work shall be new and tested as specified. Unless waived in writing by the Owner, all field and operating tests shall be made in the presence of the Owner's authorized representative. When such a waiver is issued, a sworn statement in duplicate of the test made and the results thereof shall be furnished to the Owner by the Contractor or manufacturer. Costs of all test and trials specified hereto, other than laboratory tests, and with the exception of the Owner's expenses shall be borne by the Contractor and shall be included in the Contract price.

All workmanship and materials shall be of the highest quality. The equipment shall be the product of a manufacturer who is experienced and skilled in the field with an established record of research and development. No equipment will be considered unless the manufacturer has designed and manufactured equipment of comparable type and size for at least five (5) years.

The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work.

Machinery, mechanical, and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

Materials specified by reference to the number or symbol of a specific standard, such as ASTM standard, AASHTO standard, an FDOT specification, a Federal specification, Underwriter's Laboratories number, Construction Specifications Institute specification, or other similar standard, shall conform and comply with requirements in the latest revision thereof, and any amendment or supplements thereto in effect on the date of the Instruction to Bidders, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner may deem incompetent, careless, or insubordinate.

34.0 CARE AND PROTECTION OF THE WORK

The Contractor shall be responsible for all damages to persons or property that occur as the result of its fault or negligence in connection with the prosecution of the work. The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Owner.

The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way effected by the excavations or other operations connected with the construction of the improvements embraced by this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owners or other party before commencement of any work. The Contractor shall indemnify and hold harmless the Owner from any damages on account of settlement or the loss of lateral support of adjoining or adjacent properties, and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damages to adjoining and adjacent structures and/or their premises.

35.0 DEWATERING, STORM-WATER ABATEMENT, AND STORM-WATER POLLUTION PREVENTION (SWPP) CONTROLS

The contractor shall maintain and protect the project from storm-water runoff and ground water at all times. The contractor shall provide all the necessary men, materials, and equipment necessary for construction of the project in dry conditions for the entire duration of the project. If no specific pay item is provided for dewatering, the contractor shall include money in other bid items for the cost of dewatering the site. The Owner will not be responsible for delays or other problems caused by groundwater welling or storm-water runoff, due to the negligence of the contractor in providing the proper dewatering efforts necessary to build the project. The contractor is responsible for making all inquiries, examinations of the site, and requests for geotechnical information available regarding groundwater and storm-water runoff.

The contractor shall provide a temporary dewatering plan to the Engineer for review a minimum of 14 calendar days prior to the start of construction. The plan should incorporate any ditches, dikes, dams, swales, well points, sock pipes, ditch blocks, pumps, alum drips, hay bales, silt fences, concrete ditch paving, or any other features necessary for construction of the project in dry conditions with regard to ground-water; and necessary for the mitigation of storm-water runoff during a storm event. This would include any features necessary over and above those designed by the Engineer for the project.

The Engineer is not responsible for the sequencing, phasing, or means and methods of construction. The means and methods of providing groundwater dewatering and storm-water runoff abatement is the responsibility of the contractor. However, storm-water structures and dewatering features shall be constructed in the earliest point of the project possible so as to prevent detrimental effects from groundwater and storm-water run-off. The exact timing of such preventative constructions are the responsibility of the contractor.

It is the contractor's responsibility to prevent all upstream and downstream flooding of all properties and structures during the entire duration of the project. The contractor shall maintain and protect all existing, proposed, and temporary storm-water structures for the entire duration of the project in good working order so as to prevent such flooding.

The contractor shall provide the dewatering and storm-water run-off abatement men, materials, and equipment at no additional cost to the Owner above that specified in the executed contract.

In addition to dewatering means and methods, as well as storm-water abatement, the contractor shall comply with the Storm-water Pollution Prevention Plans, and contract documents. The

In addition to dewatering means and methods, as well as storm-water abatement, the contractor shall comply with the Storm-water Pollution Prevention Plans, and contract documents. The contractor shall provide temporary and permanent storm-water erosion and pollution controls for the entire duration of the project, per the plans and direction of the RPR. The contractor shall file for and obtain the EPA/FDEP National Pollution Discharge and Elimination System (NPDES) permits and include the fees in its bid pricing.

Dewatering, storm-water abatement, and storm-water pollution prevention controls, shall meet the additional requirements of **Section C-102**.

36.0 CONSTRUCTION SURVEY

Construction Surveys shall meet the requirements of **Section P-100**.

37.0 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

The contractor shall fully comply with all safety and security requirements as indicated in the Construction Safety and Phasing Plan (CSPP) drawings included in the construction plans, as well as the approved CSPP document. The approved CSPP document submitted and approved by the FAA forms a part of these contract documents, whether physically attached or not. The report documentation describes in detail the additional requirements to preserve safety during the project, and is considered a supplement to the plans.

In addition to the CSPP documentation, the contractor is required to read and comply with Advisory Circular 150/5370-2, Operational Safety on Airports During Construction, latest edition. Refer also to the remainder of these General Provisions.

As part of the submittals process prior to construction, the contractor shall submit the Safety Plan Compliance Document (SPCD), to the Engineer for review and approval.

END OF SECTION 130

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 "Lighted Visual Aid to Indicate Temporary Runway Closure"

FAA Advisory Circular A/C #150/5370-2G:
 "Operational Safety on Airports During Construction"

Geotechnical Report dated 7/20/2017

Asbestos Survey by Universal Engineering Sciences

Construction Safety and Phasing Plan (CSPP)

SECTION C-100 CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)

100-1.1 GENERAL. Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall establish a CQCP that will:

- a. Provide qualified personnel to develop and implement the CQCP.
- b. Provide for the production of acceptable quality materials.
- c. Provide sufficient information to assure that the specification requirements can be met.
- d. Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the RPR or Contractor as specified in the specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative must be held prior to start of construction. The QC/QA workshop will be facilitated by the Contractor. The Contractor shall coordinate with the Airport and the RPR on time and location of the QC/QA workshop. Items to be addressed, at a minimum, will include:

- a. Review of the CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.
- b. Discussion of the QA program.
- c. Discussion of the QC and QA Organization and authority including coordination and information exchange between QC and QA.
- d. Establish regular meetings to discuss control of materials, methods and testing.

- e. Establishment of the overall QC culture.

100-1.2 DESCRIPTION OF PROGRAM.

a. General description. The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

b. Contractor Quality Control Program (CQCP). The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the RPR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least **14** calendar days before the CQCP Workshop. The Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

1. QC organization and resumes of key staff
2. Project progress schedule
3. Submittals schedule
4. Inspection requirements
5. QC testing plan
6. Documentation of QC activities and distribution of QC reports
7. Requirements for corrective action when QC and/or QA acceptance criteria are not met
8. Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract.

100-1.3 CQCP ORGANIZATION. The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority,

and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function, and shall indicate the total staff required to implement all elements of the CQCP, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the CQCP, the personnel assigned shall be subject to the qualification requirements of paragraphs 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The QC organization shall, as a minimum, consist of the following personnel:

a. Program Administrator. The Contractor Quality Control Program Administrator (CQCPA) must be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

- (1) Professional Engineer with one (1) year of airport paving experience.
- (2) Engineer-in-training with two (2) years of airport paving experience.
- (3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.
- (4) An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the contract plans and technical specifications. The CQCPA authority must include the ability to immediately stop production until materials and/or processes are in compliance with contract specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

b. QC technicians. A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher, and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 100-6.

(2) Performance of all QC tests as required by the technical specifications and paragraph 100-8.

(3) Performance of tests for the RPR when required by the technical specifications.

Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing levels. The Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.

100-1.4 PROJECT PROGRESS SCHEDULE. Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *Execution and Progress*.

100-1.5 SUBMITTALS SCHEDULE. The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:

- a. Specification item number
- b. Item description
- c. Description of submittal
- d. Specification paragraph requiring submittal
- e. Scheduled date of submittal

100-1.6 INSPECTION REQUIREMENTS. QC inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of work. Inspections shall include the following minimum requirements:

a. During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The CQCP shall detail how these and other QC functions will be accomplished and used.

b. During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The CQCP shall document how these and other QC functions will be accomplished and used.

100-1.7 CONTRACTOR QC TESTING FACILITY.

a. For projects that include Item P-401, Item P-403, and Item P-404, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

- 8.1.3 Equipment Calibration and Checks;
- 8.1.9 Equipment Calibration, Standardization, and Check Records;
- 8.1.12 Test Methods and Procedures

b. For projects that include P-501, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, *Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation*:

- 7 Test Methods and Procedures
- 8 Facilities, Equipment, and Supplemental Procedures

100-1.8 QC TESTING PLAN. As a part of the overall CQCP, the Contractor shall implement a QC testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

The QC testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (e.g., P-401)
- b. Item description (e.g., Hot Mix Asphalt Pavements)
- c. Test type (e.g., gradation, grade, asphalt content)
- d. Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)
- e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)

f. Responsibility (e.g., plant technician)

g. Control requirements (e.g., target, permissible deviations)

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

100-1.9 DOCUMENTATION. The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the CQCPA.

Contractor QC records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily inspection reports. Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

- (1) Technical specification item number and description
- (2) Compliance with approved submittals
- (3) Proper storage of materials and equipment
- (4) Proper operation of all equipment
- (5) Adherence to plans and technical specifications
- (6) Summary of any necessary corrective actions
- (7) Safety inspection.
- [(8) Photographs and/or video]

The daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible QC technician and the CQCPA. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

b. Daily test reports. The Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document the following information:

- (1) Technical specification item number and description
- (2) Test designation
- (3) Location
- (4) Date of test
- (5) Control requirements
- (6) Test results
- (7) Causes for rejection
- (8) Recommended remedial actions
- (9) Retests

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

100-1.10 CORRECTIVE ACTION REQUIREMENTS. The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole, and for individual items of work contained in the technical specifications.

The CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.

100-1.11 INSPECTION AND/OR OBSERVATIONS BY THE RPR. All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and

work in place shall be subject to inspection and/or observation by the RPR at the site for the same purpose.

Inspection and/or observations by the RPR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

100-1.12 NONCOMPLIANCE.

a. The Resident Project Representative (RPR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.

b. When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend the Owner take the following actions:

(1) Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or

(2) Order the Contractor to stop operations until appropriate corrective actions are taken.

METHOD OF MEASUREMENT

100-2.1 BASIS OF MEASUREMENT AND PAYMENT. Contractor Quality Control Program (CQCP) is for the personnel, tests, facilities and documentation required to implement the CQCP. The CQCP will be paid as a lump sum with the following schedule of partial payments:

a. With first pay request, 25% with approval of CQCP and completion of the Quality Control (QC)/Quality Assurance (QA) workshop *or Engineer approved CQCP Program Plan shop submittals.*

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 20%.

d. When 75% or more of the original contract is earned, an additional 20%

e. After final inspection and acceptance of project, the final 10%

BASIS OF PAYMENT

100-3.1 PAYMENT WILL BE MADE UNDER:

Item C-100	Contractor Quality Control Program (CQCP)	-- per Lump Sum (LS)
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REFERENCES

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

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

END OF SECTION C-100

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**SECTION C-102 TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND
SILTATION CONTROL**

PART 1 – DESCRIPTION

1.1. This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

PART 2 - MATERIALS

2.1 GRASS. Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

2.2 MULCHES. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

2.3 FERTILIZER. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

2.4 SLOPE DRAINS. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

2.5 SILT FENCE. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

2.6 OTHER. All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

PART 3 - CONSTRUCTION REQUIREMENTS

3.1 GENERAL. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

3.2 SCHEDULE. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

3.3 CONSTRUCTION DETAILS. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

3.4 INSTALLATION, MAINTENANCE AND REMOVAL OF SILT FENCE. Silt fences shall extend a minimum of 16 inches (41 cm) and a maximum of 34 inches (86 cm) above the ground surface. Posts shall be set no more than 10 feet (3 m) on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch (300-mm) overlap and securely sealed. A trench shall be excavated approximately 4 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

3.5 DEWATERING. The contractor shall maintain and protect the project from storm-water runoff and ground water at all times. The contractor shall provide all the necessary men, materials, and equipment necessary for construction of the project in dry conditions for the entire duration of the project. If no specific pay item is provided for dewatering, the contractor shall include money in other bid items for the cost of dewatering the site. The Owner will not be responsible for delays or other problems caused by groundwater welling or storm-water runoff, due to the negligence of the contractor in providing the proper dewatering efforts necessary to build the project. The contractor is responsible for making all inquiries, examinations of the site, and requests for geotechnical information available regarding groundwater and storm-water runoff.

The contractor shall provide a temporary dewatering plan to the Engineer for review a minimum of 14 calendar days prior to the start of construction. The plan should incorporate any ditches, dikes, dams, swales, well points, sock pipes, ditch blocks, pumps, alum drips, hay bales, silt fences, concrete ditch paving, or any other features necessary for construction of the project in dry conditions with regard to ground-water; and necessary for the mitigation of storm-water runoff during a storm event. This would include any features necessary over and above those designed by the Engineer for the project.

The Owner\Owner's representative is not responsible for the sequencing, phasing, or means and methods of construction. The means and methods of providing groundwater dewatering and storm-water runoff abatement is the responsibility of the contractor. However, storm-water structures and dewatering features shall be constructed in the earliest point of the project possible so as to prevent detrimental effects from groundwater and storm-water run-off. The exact timing of such preventative constructions are the responsibility of the contractor.

It is the contractor's responsibility to prevent all upstream and downstream flooding of all properties and structures during the entire duration of the project. The contractor shall maintain and protect all existing, proposed, and temporary storm-water structures for the entire duration of the project in good working order so as to prevent such flooding.

PART 4 - METHOD OF MEASUREMENT

4.1 Temporary erosion and pollution control work required will be performed as scheduled or directed by the RPR. Completed and accepted work will be measured as follows:

- a. ~~Temporary seeding and mulching will be measured by the square yard (square meter).~~
- b. ~~Temporary slope drains will be measured by the linear foot (meter).~~
- c. ~~Temporary benches, dikes, dams, and sediment basins will be measured by the cubic yard (cubic meter) of excavation performed, including necessary cleaning of sediment basins, and the cubic yard (cubic meter) of embankment placed as directed by the RPR.~~
- d. ~~All fertilizing will be measured by the ton (kg).~~
- e. ~~Installation and removal of silt fence will be measured by the [linear foot (meter)] [Lump sum].~~

4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

4.3 Dewatering **and storm-water runoff abatement** necessary for the construction of all project items per the contract documents shall not be measured separately, but completed and accepted work in place shall be by the Lump Sum. Cross reference this item with the General and Special Provisions requirements. ***Storm-water runoff abatement is paid for by Dewatering.***

PART 5 - BASIS OF PAYMENT

5.1 Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the RPR and measured as provided in paragraph 102-4.1 will be paid for under:

Item C-102-5.1a	Temporary seeding and mulching	per square yard (square meter)
Item C-102-5.1b	Temporary slope drains	per linear foot (meter)
Item C-102-5.1c	Temporary benches, dikes, dams and sediment basins	per cubic yard (cubic meter)
Item C-102-5.1d	Fertilizing	per ton (kg)
Item C-102-5.1e	Installation and removal of silt fence	[per linear foot (meter)] [lump sum]

Item C-102-1 Temporary Air and Water Pollution, Soil Erosion,
and Siltation Control - Lump Sum (LS)

Item C-102-2 Dewatering - Lump Sum (LS)

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

TEMPORARY AIR AND WATER POLLUTION,
SOIL EROSION, AND SILTATION CONTROL
ITEM C-102

Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the RPR will be paid for in accordance with Section 90, paragraph 90-05 *Payment for Extra Work*.

REFERENCES

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

Advisory Circulars (AC)

AC 150/5200-33 *Hazardous Wildlife Attractants on or Near Airports*

AC 150/5370-2 *Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

TEMPORARY AIR AND WATER POLLUTION,
SOIL EROSION, AND SILTATION CONTROL
ITEM C-102

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SECTION C-105 MOBILIZATION

105-1.1 DESCRIPTION. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

Additionally, this item shall consist of the establishment of the contractor's temporary offices, buildings, utilities, safety equipment and first aid supplies, sanitary and other facilities, maintenance of traffic, as required by these specifications and State and local laws and regulations. The costs of bonds and any required insurances, and any other pre-construction expenses necessary for the start of the work may also be included in this Section.

105-1.2 MOBILIZATION LIMIT. Mobilization shall be limited to **10 percent** of the total project cost.

105-1.3 POSTED NOTICES. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

Water management district construction and/or dewatering permits, FAA NRA permits, building permits, local site permits, and any other design or construction permits required shall be posted on the project board at the entrance to the construction site. The project board shall be constructed as to protect the notices from the weather.

105-1.4 ENGINEER/RPR FIELD OFFICE. An Engineer/RPR field office is not required.

105-1.5 Construction Survey. See *Technical Specification P-100*.

105-1.6 Demobilization. ***Upon or before issuance of substantial completion, the Contractor shall promptly begin to demobilize men, equipment and facilities from the project site. At the time of final completion all materials, equipment, offices, and temporary facilities shall be removed from the site. The site shall be fully restored to its previous condition or as otherwise approved by the Engineer, including establishment of stabilized areas or turfing disturbed areas. Final payment for this item as well as all retainage may be withheld until the site restoration and demobilization are complete. Demobilization is paid for by Mobilization.***

METHOD OF MEASUREMENT

105-2.1 BASIS OF MEASUREMENT AND PAYMENT. Based upon the contract lump sum price for "Mobilization" *and* "*Demobilization*" partial payments will be allowed as follows:

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

BASIS OF PAYMENT

105-3.1 PAYMENT WILL BE MADE UNDER:

C-105-1	Mobilization	-- Lump Sum (LS)
C-105-2	Construction Safety and Phasing Plan (CSPP) Requirements	-- Lump Sum (LS)

REFERENCES

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

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

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

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF SECTION C-105

SECTION C-110 METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL)

110-1.1 GENERAL. When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average ($\bar{X}$) and sample standard deviation (S_n) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index, Q_L for Lower Quality Index and/or Q_U for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

It is the intent of this section to inform the Contractor that, in order to consistently offset the Contractor's risk for material evaluated, production quality (using population average and population standard deviation) must be maintained at the acceptable quality specified or higher. In all cases, it is the responsibility of the Contractor to produce at quality levels that will meet the specified acceptance criteria when sampled and tested at the frequencies specified.

110-1.2 METHOD FOR COMPUTING PWL. The computational sequence for computing PWL is as follows:

- a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.
- b. Locate the random sampling position within the subplot in accordance with the requirements of the specification.
- c. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.
- d. Find the sample average ($\bar{X}$) for all subplot test values within the lot by using the following formula:

$$\bar{X} = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

Where: $\bar{X}$ = Sample average of all subplot test values within a lot

$x_1, x_2, \dots, x_n$ = Individual subplot test values

n = Number of subplot test values

e. Find the sample standard deviation (S_n) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2 + \dots d_n^2)/(n-1)]^{1/2}$$

Where: S_n = Sample standard deviation of the number of subplot test values in the set

$d_1, d_2, \dots d_n$ = Deviations of the individual subplot test values $x_1, x_2, \dots$ from the average value X

that is: $d_1 = (x_1 - X), d_2 = (x_2 - X) \dots d_n = (x_n - X)$

n = Number of subplot test values

f. For single sided specification limits (i.e., L only), compute the Lower Quality Index Q_L by use of the following formula:

$$Q_L = (X - L) / S_n$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L , using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

g. For double-sided specification limits (i.e., L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$$Q_L = (X - L) / S_n$$

and

$$Q_U = (U - X) / S_n$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U , using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U . Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where: P_L = percent within lower specification limit

P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project

Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

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$$A-1 = 96.60$$

$$A-2 = 97.55$$

$$A-3 = 99.30$$

$$A-4 = 98.35$$

$$n = 4$$

2. Calculate average density for the lot.

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

$$X = (96.60 + 97.55 + 99.30 + 98.35) / 4$$

$$X = 97.95\% \text{ density}$$

3. Calculate the standard deviation for the lot.

$$S_n = [((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2) / (4 - 1)]^{1/2}$$

$$S_n = [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2}$$

$$S_n = 1.15$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L=96.3$)

$$Q_L = (X - L) / S_n$$

$$Q_L = (97.95 - 96.30) / 1.15$$

$$Q_L = 1.4348$$

5. Determine PWL by entering Table 1 with $Q_L = 1.44$ and $n = 4$.

$$PWL = 98$$

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

$$A-1 = 5.00$$

$$A-2 = 3.74$$

$$A-3 = 2.30$$

$$A-4 = 3.25$$

2. Calculate the average air voids for the lot.

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

$$X = (5.00 + 3.74 + 2.30 + 3.25) / 4$$

$$X = 3.57\%$$

3. Calculate the standard deviation S_n for the lot.

$$S_n = [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2}$$

$$S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$$

$$S_n = 1.12$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L = 2.0$)

$$Q_L = (X - L) / S_n$$

$$Q_L = (3.57 - 2.00) / 1.12$$

$$Q_L = 1.3992$$

5. Determine P_L by entering Table 1 with $Q_L = 1.41$ and $n = 4$.

$$P_L = 97$$

6. Calculate the Upper Quality Index Q_U for the lot. ($U = 5.0$)

$$Q_U = (U - X) / S_n$$

$$Q_U = (5.00 - 3.57) / 1.12$$

$$Q_U = 1.2702$$

7. Determine P_U by entering Table 1 with $Q_U = 1.29$ and $n = 4$.

$$P_U = 93$$

8. Calculate Air Voids PWL

$$PWL = (P_L + P_U) - 100$$

$$PWL = (97 + 93) - 100 = 90$$

EXAMPLE OF OUTLIER CALCULATION (REFERENCE ASTM E178)

Project: Example Project

Test Item: Item P-401, Lot A.

A. Outlier Determination for Mat Density.

1. Density of four random cores taken from Lot A arranged in descending order.

$$A-3 = 99.30$$

$$A-4 = 98.35$$

$$A-2 = 97.55$$

$$A-1 = 96.60$$

2. From ASTM E178, Table 1, for $n=4$ an upper 5% significance level, the critical value for test criterion = 1.463.

3. Use average density, standard deviation, and test criterion value to evaluate density measurements.

- a. For measurements greater than the average:

If (measurement - average)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-3, check if $(99.30 - 97.95) / 1.15$ is greater than 1.463.

Since 1.174 is less than 1.463, the value is not an outlier.

- b. For measurements less than the average:

If (average - measurement)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-1, check if $(97.95 - 96.60) / 1.15$ is greater than 1.463.

Since 1.174 is less than 1.463, the value is not an outlier.

Note: In this example, a measurement would be considered an outlier if the density were:

$$\text{Greater than } (97.95 + 1.463 \times 1.15) = 99.63\%$$

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OR

less than $(97.95 - 1.463 \times 1.15) = 96.27\%$.

Table 1. Table for Estimating Percent of Lot Within Limits (PWL)

Percent Within Limits (P _L and P _U)	Positive Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264	0.0262	0.0260
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

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Percent Within Limits (P _L and P _U)	Negative Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
49	-0.0363	-0.0300	-0.0281	-0.0272	-0.0267	-0.0264	-0.0262	-0.0260
48	-0.0725	-0.0600	-0.0562	-0.0544	-0.0534	-0.0528	-0.0524	-0.0521
47	-0.1087	-0.0900	-0.0843	-0.0817	-0.0802	-0.0793	-0.0786	-0.0781
46	-0.1447	-0.1200	-0.1125	-0.1090	-0.1070	-0.1057	-0.1049	-0.1042
45	-0.1806	-0.1500	-0.1406	-0.1363	-0.1338	-0.1322	-0.1312	-0.1304
44	-0.2164	-0.1800	-0.1688	-0.1636	-0.1607	-0.1588	-0.1575	-0.1566
43	-0.2519	-0.2100	-0.1971	-0.1911	-0.1877	-0.1855	-0.1840	-0.1829
42	-0.2872	-0.2400	-0.2254	-0.2186	-0.2147	-0.2122	-0.2105	-0.2093
41	-0.3222	-0.2700	-0.2537	-0.2461	-0.2418	-0.2391	-0.2372	-0.2358
40	-0.3568	-0.3000	-0.2822	-0.2738	-0.2691	-0.2660	-0.2639	-0.2624
39	-0.3911	-0.3300	-0.3107	-0.3016	-0.2964	-0.2931	-0.2908	-0.2892
38	-0.4251	-0.3600	-0.3392	-0.3295	-0.3239	-0.3203	-0.3179	-0.3161
37	-0.4586	-0.3900	-0.3679	-0.3575	-0.3515	-0.3477	-0.3451	-0.3432
36	-0.4916	-0.4200	-0.3967	-0.3856	-0.3793	-0.3753	-0.3725	-0.3705
35	-0.5242	-0.4500	-0.4255	-0.4139	-0.4073	-0.4030	-0.4001	-0.3980
34	-0.5563	-0.4800	-0.4545	-0.4424	-0.4355	-0.4310	-0.4280	-0.4257
33	-0.5878	-0.5100	-0.4836	-0.4710	-0.4638	-0.4592	-0.4560	-0.4537
32	-0.6187	-0.5400	-0.5129	-0.4999	-0.4924	-0.4877	-0.4844	-0.4820
31	-0.6490	-0.5700	-0.5423	-0.5290	-0.5213	-0.5164	-0.5130	-0.5105
30	-0.6787	-0.6000	-0.5719	-0.5582	-0.5504	-0.5454	-0.5419	-0.5394
29	-0.7077	-0.6300	-0.6016	-0.5878	-0.5798	-0.5747	-0.5712	-0.5686
28	-0.7360	-0.6600	-0.6316	-0.6176	-0.6095	-0.6044	-0.6008	-0.5982
27	-0.7636	-0.6900	-0.6617	-0.6477	-0.6396	-0.6344	-0.6308	-0.6282
26	-0.7904	-0.7200	-0.6921	-0.6781	-0.6701	-0.6649	-0.6613	-0.6587
25	-0.8165	-0.7500	-0.7226	-0.7089	-0.7009	-0.6958	-0.6922	-0.6896
24	-0.8417	-0.7800	-0.7535	-0.7401	-0.7322	-0.7271	-0.7236	-0.7211
23	-0.8662	-0.8100	-0.7846	-0.7716	-0.7640	-0.7590	-0.7556	-0.7531
22	-0.8897	-0.8400	-0.8160	-0.8036	-0.7962	-0.7915	-0.7882	-0.7858
21	-0.9124	-0.8700	-0.8478	-0.8360	-0.8291	-0.8245	-0.8214	-0.8192
20	-0.9342	-0.9000	-0.8799	-0.8690	-0.8625	-0.8583	-0.8554	-0.8533
19	-0.9550	-0.9300	-0.9123	-0.9025	-0.8966	-0.8928	-0.8901	-0.8882
18	-0.9749	-0.9600	-0.9452	-0.9367	-0.9315	-0.9281	-0.9258	-0.9241
17	-0.9939	-0.9900	-0.9785	-0.9715	-0.9671	-0.9643	-0.9624	-0.9610
16	-1.0119	-1.0200	-1.0124	-1.0071	-1.0037	-1.0015	-1.0000	-0.9990
15	-1.0288	-1.0500	-1.0467	-1.0435	-1.0413	-1.0399	-1.0389	-1.0382
14	-1.0448	-1.0800	-1.0817	-1.0808	-1.0800	-1.0794	-1.0791	-1.0789
13	-1.0597	-1.1100	-1.1173	-1.1192	-1.1199	-1.1204	-1.1208	-1.1212
12	-1.0736	-1.1400	-1.1537	-1.1587	-1.1613	-1.1630	-1.1643	-1.1653
11	-1.0864	-1.1700	-1.1909	-1.1995	-1.2043	-1.2075	-1.2098	-1.2115
10	-1.0982	-1.2000	-1.2290	-1.2419	-1.2492	-1.2541	-1.2576	-1.2602
9	-1.1089	-1.2300	-1.2683	-1.2860	-1.2964	-1.3032	-1.3081	-1.3118
8	-1.1184	-1.2600	-1.3088	-1.3323	-1.3461	-1.3554	-1.3620	-1.3670
7	-1.1269	-1.2900	-1.3508	-1.3810	-1.3991	-1.4112	-1.4199	-1.4265
6	-1.1342	-1.3200	-1.3946	-1.4329	-1.4561	-1.4717	-1.4829	-1.4914
5	-1.1405	-1.3500	-1.4407	-1.4887	-1.5181	-1.5381	-1.5525	-1.5635
4	-1.1456	-1.3800	-1.4897	-1.5497	-1.5871	-1.6127	-1.6313	-1.6454
3	-1.1496	-1.4100	-1.5427	-1.6181	-1.6661	-1.6993	-1.7235	-1.7420
2	-1.1524	-1.4400	-1.6016	-1.6982	-1.7612	-1.8053	-1.8379	-1.8630
1	-1.1541	-1.4700	-1.6714	-1.8008	-1.8888	-1.9520	-1.9994	-2.0362

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REFERENCES

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

ASTM International (ASTM)

ASTM E178 Standard Practice for Dealing with Outlying Observations

The specifications of Section C-110 are paid for by other pay items for which these requirements are a component part or requirement.

END OF SECTION C-110

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SECTION P-100 CONSTRUCTION SURVEY

DESCRIPTION

100-1.1 GENERAL. Under this item, the Contractor shall perform all necessary surveying and project stakeout required to construct all elements of the Project as shown on the Contract Drawings and required by the Specifications. This shall include but not be limited to stakeout, layout and elevations for pavements, structures, forms and appurtenances as shown and required, consistent with the current practices and shall be performed by or under the direction of a State of Florida licensed professional land surveyor or Owner approved equal. The stakeout survey shall proceed immediately following the Notice to Proceed or as soon as authorized by the Engineer in accordance with the phasing of the construction and shall be expeditiously progressed to completion in a manner and at a rate satisfactory to the Airport and/or Engineer. The Contractor shall keep the Engineer fully informed as to the progress of the stakeout survey.

Construction survey shall be required for submittal to the Engineer at several stages of the project for design verification. At a minimum, the following surveys shall be completed by the Contractor:

1. Verification survey of design survey control points;
2. Verification survey of existing conditions topography, prior to construction;
3. Survey of ground surface after unclassified excavation and prior to placement of base course;
4. Survey of ground surface after placement of base course and prior to placement of pavement;
5. Survey of the milled surface, after cleaning, if milling is required.
6. Survey of the leveling course, if leveling is required.
7. As-Built Survey of the finished grade surface, as described below.

The surveys of the project during different phases shall be on the same grid.

100-1.2 REHABILITATION AND PAVING AREAS

The contractor shall submit baseline survey, which verifies the design survey, fifteen (15) days prior to any construction. Subsequent design verification surveys shall be submitted and approved by the Engineer prior to progressing with any further work (i.e. the base survey must be approved by the Engineer prior to placing pavements).

The need for precise survey controls is of the utmost importance on the project to validate quantities and maintain the overall project budget. The contractor, in addition to verifying the design survey controls, shall also validate the topographic survey depicted on the relevant existing conditions drawings. The design survey shall be made available to the contractor in electronic format with full expectation of compliance with contract general provisions. Any discrepancies with the design survey shall be immediately brought to the attention of the engineer for resolution prior to proceeding with any field work.

The contractor will be given the design survey in electronic format for its review prior to layout. Upon validation of the design survey the contractor shall set up a longitudinal and transverse grid which matches the design survey grid on the paved surfaces (along the stationing) extending outward to the edge of the work. The horizontal (x,y) and the vertical (z) coordinates of each point on the grid shall be plotted and submitted to the engineer for review at least 48

hours prior to any construction activities on the pavement (milling etc.). Three copies of the survey shall be signed and sealed by a Florida registered professional licensed surveyor and shall be also provided in digital form (compatible for use with Autocad civil 3d, 2020 or earlier).

3. At completion of the subgrade, subbase, base, milling, leveling, or paving operation in each work area, the contractor shall perform additional surveys of the surfaces at the same grid points. The survey shall be provided to the engineer for his review and approval, at least 72 hours prior to starting the next set of operations.

4. At completion of the final paving in each work area, the contractor shall perform a final survey of the paved surfaces at the same grid points. This survey shall be the basis of validating the average pavement thickness and grades in addition to the pavement cores and straight-edge tests specified in the P-401sp specification. The engineer may choose to validate the contractor's survey after the paving operation. The cost associated with these survey requirements shall be included in this pay item.

MATERIALS

100-2.1 All instruments, equipment, stakes and any other material necessary to perform the work satisfactorily shall be provided by the Contractor.

All stakes, nails, discs, pins, or other markers used shall be of a type approved by the Engineer. It shall be the Contractor's responsibility to maintain these stakes in their proper position and location at all times.

CONSTRUCTION METHODS

100-3.1 The Contractor shall trim trees, brush and other interfering objects, not inconsistent with the Contract Drawings, from survey lines in advance of all survey work to permit accurate and unimpeded work by his stakeout survey crews. Incidental clearing of any permitted wetland area shall be withheld pending issuance of the required permits unless otherwise approved in writing by the Owner.

The exact position of all work shall be established from control points, baseline transit points or other points of similar nature which are shown on the Contract Drawings and/or modified by the Engineer. Prior to any layout of work to be constructed, the Contractor shall verify the location and accuracy of all control points provided in the plans. Any error, apparent discrepancy or absence in or of data shown or required for accurately accomplishing the stakeout survey shall be referred to the Engineer for interpretation or furnishing when such is observed or required.

The Contractor shall place two offset stakes or references at each centerline station and at such intermediate locations as the Engineer may direct. From computations and measurements made by the Contractor, these stakes shall be clearly and legibly marked with the correct centerline station number (if available), offset and cut or fill so as to permit the establishment of the exact centerline location and elevation during construction. If markings become faded or blurred for any reason, the markings shall be restored by the Contractor at the request of the Engineer. He shall locate and place all cut, fill, slope, fine grade or other stakes and points, as the engineer may direct, for the proper progress of the work. All control points shall be properly guarded and flagged for easy identification.

Drainage structures shall be staked out by the Contractor at the locations and elevations shown on the Contract Drawings or specified by the Engineer.

Reference points, baselines, stakes and benchmarks for stockpiles shall be established by the Contractor.

The Contractor shall be responsible for the accuracy of his work and shall maintain all reference points, stakes, etc., throughout the life of the Contract. Damaged or destroyed points, benchmarks or stakes, or any reference points made inaccessible by the progress of the construction, shall be replaced or transferred by the Contractor. Any of the above points which may be destroyed or damaged shall be transferred by the Contractor before they are damaged or destroyed. All control points shall be referenced by ties to acceptable objects and recorded. Any alterations or revisions in the ties shall be so noted and the information furnished to the Engineer immediately. All stakeout survey work shall be referenced to the layout or centerlines shown on the Contract Drawings. All computations necessary to establish the exact position of the work from control points shall be made and preserved by the Contractor. All computations, survey notes and other records shall be made available to the Engineer upon request and shall become the property of the Owner and delivered no later than the date of acceptance of the Contract.

The Contractor shall furnish, at his expense, all horizontal and vertical control, all staking and layout of construction work called for on the plans. The Engineer and Owner shall not be responsible for such work. However, the Owner and Engineer reserve the right to check all said lines, grades, and measurements with their appointed surveyor. Should the Owner's surveyor detect errors in said lines, grades, and measurements, the contractor shall pay for all said surveying costs and subsequent surveying costs performed to verify correction of errors found in said lines, grades and measurements. Definition of an error shall be a discrepancy of $\frac{1}{4}$ " or more. In the case of a discrepancy between the technical specifications and this defined tolerance, the more severe tolerance shall govern.

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

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

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

100-3.2 AS-BUILT SURVEY. Upon completion of the work, after Substantial Completion and before Final Acceptance, the Contractor shall supply to the Engineer a complete As-Built survey of the entire project site including drainage structures, utilities, and pavement markings. All survey points, including horizontal and vertical control, property corners, section corners and references (hereinafter referred to as "survey point") shall be clearly marked and referenced prior to construction. These survey points must be sufficiently referenced so that they can be reestablished after construction if they are disturbed. All horizontal survey data shall be state plane coordinates,

NAD 83 datum. All vertical topographic data shall be in the same datum as provided in the construction plans.

This As-Built survey will be a complete topographic and physical features survey of the entire project site surrounded by the limits of construction plus an additional 10' beyond the limits of construction in all directions. Elevations shall be obtained on all rigid pavement joint intersections and ends. If any work is done outside the limits of construction for any reason, this limit of survey will be increased to include this area plus 25'. This survey shall be certified by a Florida Licensed Professional Land Surveyor as meeting the minimum Technical Standards for topographic surveys as set forth in chapter 21HH-6, Florida Administrative Code. The survey data must be supplied as a compilation of signed and sealed drawings (24" x 36" maximum size) at a minimum scale as the design documents and be electronically submitted in **AutoCAD V2020** or **earlier compatible format**. Signed and sealed copies of all field notes, sketches and calculations must be submitted concurrently with the as-built survey. Larger scale details shall be provided to clarify any complicated or complex areas. A separate point database file shall be electronically submitted in TXT, CSV, or ASCII format, with each point on a single row with comma delimited columns with data ordered as follows: point number, northing, easting, elevation, description.

The As-Built survey is to be supplied to the Engineer for review and approval not more than thirty (30) calendar days after substantial completion for the project has been issued. If the acceptable as-built survey is not supplied within the required time, the Owner reserves the right to perform the required survey and bill the Contractor for this work.

METHOD OF MEASUREMENT

100-4.1 The method of measurement will be per Item M-105. Construction surveys will not be paid for separately.

BASIS OF PAYMENT

100-5.1 The lump sum price bid shall include the cost of furnishing all labor, equipment, instruments and all other material necessary to satisfactorily complete the Project stakeout, existing surface verification, milled surface, base, and as built surveys. This item will not be increased or decreased based on changes to the total contract amount.

Payment will be made under the stepped progress table per:

Item P-100-1 Construction Survey

-- Lump Sum (LS)

END OF SECTION P-100

ITEM P-101 PREPARATION/REMOVAL OF EXISTING PAVEMENTS

DESCRIPTION

101-1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement *or base material* to remain in place.

CONSTRUCTION

101-3.1 REMOVAL OF EXISTING PAVEMENT.

The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

a. Concrete pavement removal. Full depth saw cuts shall be made perpendicular to the slab surface. The Contractor shall saw through the full depth of the slab including any dowels at the joint, removing the pavement and installing new dowels as shown on the plans and per the specifications. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, the perimeter shall be saw cut the full depth of the pavement. The pavement inside the saw cut shall be removed by methods which will not cause distress in the pavement which is to remain in place. ~~If the material is to be wasted on the airport site, it shall be reduced to a maximum size of []~~. **The Contractor shall properly dispose of all concrete pavement and base material off of airport property.** Concrete slabs that are damaged by under breaking shall be repaired or removed and replaced as directed by the RPR.

The edge of existing concrete pavement against which new pavement abuts shall be protected from damage at all times. Spall and underbreak repair shall be in accordance with the plans. Any underlying material that is to remain in place, shall be recompact and/or replaced as shown on the plans. Adjacent areas damaged during repair shall be repaired or replaced at the Contractor's expense.

b. Asphalt pavement removal. Asphalt pavement, *including all or a portion of the existing base materials (see the plans)*, to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. If the material is to be incorporated into embankment *for stabilization purposes*, it shall be meet the following gradation: **P-154. The Contractor shall properly dispose of all asphaltic concrete, bases, and sub-base materials off of airport property that will not be used for stabilization purposes on the project. For shoulder stabilization and subbase, a portion of the existing base material should be cut, bladed, filled with P-152 material, brought to proposed grades, and mixed (either on-site**

or in-place), stabilized, and compacted. Stabilizing and compaction operations are paid for by P-154 Subbase. For these special areas, the existing base course shall be loosened, raked, scarified, or otherwise un-compacted and may be mixed in place or elsewhere on-site with imported or site excavated P-152 soils. Some areas of the project will require full depth asphalt pavement structure removal, while some areas only require surface course and a portion of the base to be removed (or added to). See the plans for the different items paid for by this item.

c. **Repair or removal of Base, Subbase, and/or Subgrade.** All failed material including surface, base course, subbase course, and subgrade shall be removed and repaired as shown on the plans or as directed by the RPR. Materials and methods of construction shall comply with the applicable sections of these specifications. Any damage caused by Contractor's removal process shall be repaired at the Contractor's expense.

101-3.2 PREPARATION OF JOINTS AND CRACKS PRIOR TO OVERLAY/SURFACE TREATMENT. Remove all vegetation and debris from cracks to a minimum depth of 1 inch (25 mm). If extensive vegetation exists, treat the specific area with a concentrated solution of a water-based herbicide approved by the RPR. Fill all cracks greater than 1/4 inch (6 mm) wide) with a crack sealant per ASTM D6690. The crack sealant, preparation, and application shall be compatible with the surface treatment/overlay to be used. To minimize contamination of the asphalt with the crack sealant, underfill the crack sealant a minimum of 1/8 inch (3 mm), not to exceed 1/4 inch (6 mm). Any excess joint or crack sealer shall be removed from the pavement surface.

Wider cracks (over 1-1/2 inch wide (38 mm)), along with soft or sunken spots, indicate that the pavement or the pavement base should be repaired or replaced as stated below.

Cracks and joints may be filled with a mixture of emulsified asphalt and aggregate. The aggregate shall consist of limestone, volcanic ash, sand, or other material that will cure to form a hard substance. The combined gradation shall be as shown in the following table.

Gradation

Sieve Size	Percent Passing
No. 4 (4.75 mm)	100
No. 8 (2.36 mm)	90-100
No. 16 (1.18 mm)	65-90
No. 30 (600 µm)	40-60
No. 50 (300 µm)	25-42
No. 100 (150 µm)	15-30
No. 200 (75 µm)	10-20

Up to 3% cement can be added to accelerate the set time. The mixture shall not contain more than 20% natural sand without approval in writing from the RPR.

The proportions of asphalt emulsion and aggregate shall be determined in the field and may be varied to facilitate construction requirements. Normally, these proportions will be approximately one part asphalt emulsion to five parts aggregate by volume. The material shall be poured or

placed into the joints or cracks and compacted to form a voidless mass. The joint or crack shall be filled to within +0 to -1/8 inches (+0 to -3 mm) of the surface. Any material spilled outside the width of the joint shall be removed from the pavement surface prior to constructing the overlay. Where concrete overlays are to be constructed, only the excess joint material on the pavement surface and vegetation in the joints need to be removed.

101-3.3 REMOVAL OF FOREIGN SUBSTANCES/CONTAMINATES PRIOR TO OVERLAY

Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by the RPR in the field during construction.

Chemicals, high-pressure water, heater scarifier (asphaltic concrete only), cold milling, rotary grinding, or sandblasting may be used. If chemicals are used, they shall comply with the state's environmental protection regulations. Removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch (3 mm) deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.

Removal of foreign substances shall not proceed until approved by the RPR. Water used for high-pressure water equipment shall be provided by the Contractor at the Contractor's expense. No material shall be deposited on the pavement shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.

101-3.4 CONCRETE SPALL OR FAILED ASPHALTIC CONCRETE PAVEMENT REPAIR.

a. Repair of concrete spalls in areas to be overlaid with asphalt. The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The perimeter of the repair shall be saw cut a minimum of 2 inches (50 mm) outside the affected area and 2 inches (50 mm) deep. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphalt mixture with aggregate sized appropriately for the depth of the patch. The material shall be compacted with equipment approved by the RPR until the material is dense and no movement or marks are visible. The material shall not be placed in lifts over 4 inches (100 mm) in depth. This method of repair applies only to pavement to be overlaid. Asphalt mix pavement repair of concrete pavement shall only be allowed to depths less than 1/3 of the PCC pavement thickness.

b. Asphalt pavement repair. The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. Materials and methods of construction shall comply with the applicable sections of these specifications.

101-3.5 COLD MILLING. Milling shall be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without tearing or gouging the underlying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall

be removed and **legally** disposed off Airport property, ***unless used for stabilization purposes per P-154, or if the Owner desires to keep the millings to be stockpiled on Airport property.*** If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's Expense.

a. **Patching.** The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The RPR shall layout the area to be milled with a straightedge in increments of 1-foot (30 cm) widths. The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by the Contractor at the Contractor's Expense.

b. **Profiling, grade correction, or surface correction.** The milling machine shall have a minimum width of 7 feet (2 m) and it shall be equipped with electronic grade control devices that will cut the surface to the grade specified. The tolerances shall be maintained within +0 inch and -1/4 inch (+0 mm and -6mm) of the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to remove the millings or cuttings from the pavement and load them into a truck. All millings shall be removed and **legally** disposed of off the airport, ***unless used for stabilization purposes per P-154, or if the Owner desires to keep the millings to be stockpiled on Airport property.***

c. **Clean-up.** The Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and **legally** disposed off Airport property, ***unless used for stabilization purposes per P-154, or if the Owner desires to keep the millings to be stockpiled on Airport property.***

101-3.6. PREPARATION OF ASPHALT PAVEMENT SURFACES PRIOR TO SURFACE TREATMENT. Existing asphalt pavements to be treated with a surface treatment shall be prepared as follows:

a. Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new asphalt pavement similar to that of the existing pavement in accordance with paragraph 101-3.4b.

b. Repair joints and cracks in accordance with paragraph 101-3.2.

c. Remove oil or grease that has not penetrated the asphalt pavement by scrubbing with a detergent and washing thoroughly with clean water. After cleaning, treat these areas with an oil spot primer. ***Oil spot primer shall be a water, surfactant, or acrylic based polymeric fast acting sealer primer formulated for the specific purpose of ensuring proper adhesion of follow-on surface treatments specified.***

d. Clean pavement surface immediately prior to placing the surface treatment so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

101-3.7 MAINTENANCE. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

101-3.8 PREPARATION OF JOINTS IN RIGID PAVEMENT PRIOR TO RESEALING. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the joint and does not damage the joint.

101-3.8.1 Removal of Existing Joint Sealant. All existing joint sealants will be removed by plowing or use of hand tools. Any remaining sealant and or debris will be removed by use of wire brushes or other tools as necessary. Resaw joints removing no more than 1/16 inch (2 mm) from each joint face. Immediately after sawing, flush out joint with water and other tools as necessary to completely remove the slurry.

101-3.8.2 Cleaning prior to sealing. Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Allow sufficient time to dry out joints prior to sealing. Joint surfaces will be surface-dry prior to installation of sealant.

101-3.8.3 Joint sealant. Joint material and installation will be in accordance with Item P-605.

101-3.9 PREPARATION OF CRACKS IN FLEXIBLE PAVEMENT PRIOR TO SEALING. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the cracks and does not damage the pavement.

101-3.9.1 Preparation of Crack. Widen crack with [router] [random crack saw] by removing a minimum of 1/16 inch (2 mm) from each side of crack. Immediately before sealing, cracks will be blown out with a hot air lance combined with oil and water-free compressed air.

101-3.9.2 Removal of Existing Crack Sealant. Existing sealants will be removed by [routing] [random crack saw]. Following [routing] [sawing] any remaining debris will be removed by use of a hot lance combined with oil and water-free compressed air.

101-3.9.3 Crack Sealant. Crack sealant material and installation will be in accordance with [Item P-605].

101-3.9.4 Removal of Pipe and other Buried Structures.

a. Removal of Existing Pipe Material. [Remove the types of pipe as indicated on the plans. The pipe material shall be legally disposed of off-site in a timely manner following removal. Trenches shall be backfilled with material equal to or better in quality than adjacent embankment. Trenches under paved areas must be compacted to [95%] of ASTM [D1557] [D698]. [Not used.]]

b. Removal of Inlets/Manholes. [Where indicated on the plans or as directed by the RPR, inlets and/or manholes shall be removed and legally disposed of off-site in a timely fashion after removal. Excavations after removal shall be backfilled with material equal or better in quality than

adjacent embankment. When under paved areas must be compacted to [95%] of ASTM [D1557] [D698], when outside of paved areas must be compacted to [95%] of ASTM D698. [Not used.]]

c. Removal of [].

METHOD OF MEASUREMENT

101-4.1 PAVEMENT REMOVAL. The unit of measurement for pavement removal shall be the number of square yards (square meters) removed by the Contractor. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment. No direct measurement or payment shall be made for saw cutting. Saw cutting shall be incidental to pavement removal. Dowel bar installation shall be incidental to pavement removal.

101-4.2 JOINT AND CRACK REPAIR. The unit of measurement for joint and crack repair shall be the linear foot (meter) of joint.

101-4.3 REMOVAL OF FOREIGN SUBSTANCES/CONTAMINATES. The unit of measurement for foreign Substances/contaminates removal shall be the square foot (meter).

101-4.4 SPALLED AND FAILED ASPHALT PAVEMENT REPAIR. The unit of measure for failed asphalt pavement repair shall be square foot (square meter).

101-4.5 CONCRETE SPALL REPAIR. The unit of measure for concrete spall repair shall be the number of square feet (square meter). The location and average depth of the patch shall be determined and agreed upon by the RPR and the Contractor.

101-4.6 COLD MILLING. The unit of measure for cold milling shall be **2.25** inches of milling per square yard (square meter). The location and average depth of the cold milling shall be as shown on the plans. If the initial cut does not correct the condition, the Contractor shall re-mill the area and will be paid for the total depth of milling.

101-4.7 REMOVAL OF PIPE AND OTHER BURIED STRUCTURES. The unit of measurement for removal of pipe and other buried structures will be made at the contract unit price ***per linear foot (linear meter) of pipe, and for each completed and accepted storm structure item.*** This price shall be full compensation for all labor, equipment, tools, and incidentals necessary to complete this item in accordance with paragraph 101-3.9.4.

BASIS OF PAYMENT

101-5.1 PAYMENT. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P-101-1 2.25" Depth Cold Milling - per Square Yard (SY)

KISSIMMEE GATEWAY AIRPORT
 TAXIWAY E EXTENSION (24 END)
 AND OBSTRUCTION REMOVAL

PREPARATION/REMOVAL
 OF EXISTING PAVEMENTS
 ITEM P-101

<i>Item P-101-2</i>	<i>Full Depth Pavement Demolition (ACC or PCC)</i>	<i>- per Square Yard (SY)</i>
<i>Item P-101-3</i>	<i>Drainage Pipe Demolition</i>	<i>- per Linear Foot (LF)</i>
<i>Item P-101-4</i>	<i>Storm Structure Demolition</i>	<i>- per Each (EA)</i>

[Item P 101-5.1	Pavement Removal	[Lump Sum]
	[per Square Yard (Square Meter)]	
Item P 101-5.2	Joint and Crack Repair	per Linear Foot (Meter)
Item P 101-5.3	Removal of Foreign Substances/ Contaminates	per Square Foot (Square Meter)
Item P 101-5.4	Spalled and Failed Asphalt Pavement Repair	per Square Foot (Square Meter)
Item P 101-5.5	Concrete Spall Repair	per Square Foot (Square Meter)
Item P 101-5.6	Cold Milling	per Square Yard (Square Meter)]
Item P 101-5.7	Removal of Pipe and other Buried Structures	[Lump Sum]
		[per Each]
		[Not Required]

REFERENCES

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

Advisory Circulars (AC)

AC 150/5380-6 Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied,
 for Concrete and Asphalt Pavements

END OF ITEM P-101

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

PREPARATION/REMOVAL
OF EXISTING PAVEMENTS
ITEM P-101

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ITEM P-151 CLEARING AND GRUBBING

DESCRIPTION

151-1.1 This item shall consist of clearing or clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Resident Project Representative (RPR).

A. Clearing shall consist of the cutting and removal of all trees, stumps, brush, logs, hedges, the removal of fences and other loose or projecting material from the designated areas. The grubbing of stumps and roots will not be required. ***Clearing shall include the demolition and legal disposal offsite (off of airport property) of all existing above grade, at grade, and sub-surface objects of any kind within the areas shown on the plans to be cleared (or cleared and grubbed).***

B. Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, fences, structures, debris, and rubbish of any nature, natural obstructions or such material which in the opinion of the RPR is unsuitable for the foundation of strips, pavements, or other required structures, including the grubbing of stumps, roots, matted roots, foundations, and the disposal from the project of all spoil materials resulting from clearing and grubbing. ***Clearing and grubbing shall include the demolition and legal disposal offsite (off of airport property) of all existing above grade, at grade, and sub-surface objects of any kind within the areas shown on the plans to be cleared (or cleared and grubbed).***

C. Tree Removal. Tree Removal shall consist of the cutting and removal of isolated single trees or isolated groups of trees, and the grubbing of stumps and roots. The removal of all the trees of this classification shall be in accordance with the requirements for the particular area being cleared. ***Tree, brush, shrub, and any other vegetation removal shall be included in Clearing and Grubbing item within the areas shown on the plans to be cleared (or cleared and grubbed).***

CONSTRUCTION METHODS

151-2.1 GENERAL. The areas denoted on the plans to be cleared or cleared and grubbed shall be staked on the ground by the Contractor as indicated on the plans.

The removal of existing structures and utilities required to permit orderly progress of work shall be accomplished by local agencies, unless otherwise shown on the plans. Whenever a telephone pole, pipeline, conduit, sewer, roadway, or other utility is encountered and must be removed or relocated, the Contractor shall advise the RPR who will notify the proper local authority or owner to secure prompt action.

151-2.1.1 Disposal. All materials removed by clearing or by clearing and grubbing shall be disposed of outside the Airport's limits at the Contractor's responsibility except when otherwise directed by the RPR. ~~As far as practicable, waste concrete and masonry shall be placed on slopes of embankments or channels. When embankments are constructed of such material, this material shall be placed in accordance with requirements for formation of embankments.~~ Any

broken concrete or masonry ~~that cannot be used in construction~~ and all other materials not considered suitable for use elsewhere, shall be disposed of by the Contractor. In no case, shall any discarded materials be left in windrows or piles adjacent to or within the airport limits. The manner and location of disposal of materials shall be subject to the approval of the RPR and shall not create an unsightly or objectionable view. When the Contractor is required to locate a disposal area outside the airport property limits, the Contractor shall obtain and file with the RPR permission in writing from the property owner for the use of private property for this purpose.

151-2.1.2 Blasting. Blasting shall not be allowed.

151-2.2 CLEARING. The Contractor shall clear the staked or indicated area of all materials as indicated on the plans. Trees unavoidably falling outside the specified clearing limits must be cut up, removed, and disposed of in a satisfactory manner. To minimize damage to trees that are to be left standing, trees shall be felled toward the center of the area being cleared. The Contractor shall preserve and protect from injury all trees not to be removed. The trees, stumps, and brush shall be cut flush with the original ground surface. The grubbing of stumps and roots will not be required.

Fences shall be removed and disposed of as directed by the RPR. Fence wire shall be neatly rolled and the wire and posts stored on the airport if they are to be used again, or stored at a location designated by the RPR if the fence is to remain the property of a local owner or authority.

151-2.3 CLEARING AND GRUBBING. In areas designated to be cleared and grubbed, all stumps, roots, buried logs, brush, grass, and other unsatisfactory materials as indicated on the plans, shall be removed, except where embankments exceeding 3-1/2 feet (105 cm) in depth will be constructed outside of paved areas. For embankments constructed outside of paved areas, all unsatisfactory materials shall be removed, but sound trees, stumps, and brush can be cut off flush with the original ground and allowed to remain. Tap roots and other projections over 1-1/2 inches (38 mm) in diameter shall be grubbed out to a depth of at least 18 inches (0.5 m) below the finished subgrade or slope elevation.

Any buildings and miscellaneous structures that are shown on the plans to be removed shall be demolished or removed, and all materials shall be disposed of by removal from the site. The cost of removal is incidental to this item. The remaining or existing foundations, wells, cesspools, and like structures shall be destroyed by breaking down the materials of which the foundations, wells, cesspools, etc., are built to a depth at least 2 feet (60 cm) below the existing surrounding ground. Any broken concrete, blocks, or other objectionable material that cannot be used in backfill shall be removed and disposed of at the Contractor's expense. The holes or openings shall be backfilled with acceptable material and properly compacted.

All holes in embankment areas remaining after the grubbing operation shall have the sides of the holes flattened to facilitate filling with acceptable material and compacting as required in Item P-152. The same procedure shall be applied to all holes remaining after grubbing in areas where the depth of holes exceeds the depth of the proposed excavation.

Refer to Specification P-101 for additional requirements for ACC and PCC pavements removal and pay items.

METHOD OF MEASUREMENT

151-3.1 The quantities of clearing as shown by the limits on the plans shall be [the number of acres (square meters) or fractions thereof,] [per lump sum] of land specifically cleared.

151-3.2 The quantities of clearing and grubbing as shown by the limits on the plans shall be [the number of acres (square meters) or fractions thereof] [per lump sum] of land specifically cleared and grubbed.

151-3.3 The quantity of tree removal as shown on the plans shall be the [number of individual trees] [number of acres (square meters) or fractions thereof] [per lump sum] of land specifically cleared.

BASIS OF PAYMENT

151-4.1 Payment shall be made at the contract unit price [per acre (square meter) or fractions thereof] [per lump sum] for clearing. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

151-4.2 Payment shall be made at the contract unit price [per acre (square meter)] [per lump sum] for clearing and grubbing. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

151-4.3 Payment shall be made at the contract unit price [per number of individual trees] [per acre (square meter)] [per lump sum] for tree removal. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-151-1	Clearing and Grubbing – Buildings, Foundations, AG and UG Utilities, Fuel Tanks, Trees, and Vegetation	-- per Square Yard (SY)
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END OF ITEM P-151

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

CLEARING AND GRUBBING
ITEM P-151

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ITEM P-152 EXCAVATION, SUBGRADE, AND EMBANKMENT

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

152-1.2 CLASSIFICATION. All material excavated shall be classified as defined below:

a. Unclassified excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature which is not otherwise classified and paid for under one of the following items.

~~**b. Rock excavation.** Rock excavation shall include all solid rock in ledges, in bedded deposits, in unstratified masses, and conglomerate deposits which are so firmly cemented they cannot be removed without blasting or using rippers. All boulders containing a volume of more than 1/2 cubic yard (0.4 m³) will be classified as "rock excavation."~~

~~**c. Muck excavation.** Muck excavation shall consist of the removal and disposal of deposits or mixtures of soils and organic matter not suitable for foundation material. Muck shall include materials that will decay or produce subsidence in the embankment. It may consist of decaying stumps, roots, logs, humus, or other material not satisfactory for incorporation in the embankment.~~

~~**d. Drainage excavation.** Drainage excavation shall consist of all excavation made for the primary purpose of drainage and includes drainage ditches, such as intercepting, inlet or outlet ditches; temporary levee construction; or any other type as shown on the plans.~~

e. Borrow excavation. Borrow excavation shall consist of approved material required for the construction of embankments or for other portions of the work in excess of the quantity of usable material available from required excavations. Borrow material shall be obtained from areas designated by the Resident Project Representative (RPR) within the limits of the airport property but outside the normal limits of necessary grading, or from areas outside the airport boundaries.

f. Stripping & Stockpiling. *Stripping and stockpiling excavation shall consist of removing the top surface of the existing natural ground of vegetative materials, to the depths specified on the plans or elsewhere in this specification. Stripping shall be performed by approved pan, dozer, or other suitable equipment. Strippings shall be stockpiled temporarily at a designated site for use as Topsoil (specification T-905). The areas designated for stripping are shown on the plans.*

152-1.3 UNSUITABLE EXCAVATION. Unsuitable material shall be disposed in designated waste areas as shown on the plans. Materials containing vegetable or organic matter, **in excess of 10 percent by weight**, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material suitable for topsoil may be used on the embankment

slope when approved by the RPR, *in writing*. *The contractor may not remove unsuitable materials from Airport property without affording the Engineer the opportunity to test suspected unsuitable materials, and receiving express written direction / permission from the Engineer to remove any unsuitable materials. The Engineer shall determine what materials are unsuitable.*

CONSTRUCTION METHODS

152-2.1 GENERAL. Before beginning excavation, grading, and embankment operations in any area, the area shall be cleared or cleared and grubbed in accordance with Item P-151.

The suitability of material to be placed in embankments shall be subject to approval by the RPR. All unsuitable material shall be disposed of in waste areas as shown on the plans. All waste areas shall be graded to allow positive drainage of the area and adjacent areas. The surface elevation of waste areas shall be specified on the plans or approved by the RPR.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the RPR notified per Section 70, paragraph 70-20. At the direction of the RPR, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches (100 mm), to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches (100 mm) in their greatest dimension will not be permitted in the top 6 inches (150 mm) of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the RPR, who shall arrange for their removal if necessary. The Contractor, at their own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

a. Blasting. Blasting shall not be allowed.

152-2.2 EXCAVATION. No excavation shall be started until the work has been staked out by the Contractor and the RPR has obtained from the Contractor, the survey notes of the elevations and measurements of the ground surface. The Contractor and RPR shall agree that the original ground lines shown on the original topographic mapping are accurate, or agree to any adjustments made to the original ground lines.

Digital terrain model (DTM) files of the existing surfaces, finished surfaces and other various surfaces were used to develop the design plans.

Existing grades on the design cross sections or DTM's, where they do not match the locations of actual spot elevations shown on the topographic map, were developed by computer interpolation from those spot elevations. Prior to disturbing original grade, Contractor shall verify the accuracy

of the existing ground surface by verifying spot elevations at the same locations where original field survey data was obtained as indicated on the topographic map. Contractor shall recognize that, due to the interpolation process, the actual ground surface at any particular location may differ somewhat from the interpolated surface shown on the design cross sections or obtained from the DTM's. Contractor's verification of original ground surface, however, shall be limited to verification of spot elevations as indicated herein, and no adjustments will be made to the original ground surface unless the Contractor demonstrates that spot elevations shown are incorrect. For this purpose, spot elevations which are within **0.1 foot (30 mm)** of the stated elevations for ground surfaces, or within **0.04 foot (12 mm)** for hard surfaces (pavements, buildings, foundations, structures, etc.) shall be considered "no change". Only deviations in excess of these will be considered for adjustment of the original ground surface. If Contractor's verification identifies discrepancies in the topographic map, Contractor shall notify the RPR in writing at least **two weeks** before disturbance of existing grade to allow sufficient time to verify the submitted information and make adjustments to the design cross sections or DTM's. Disturbance of existing grade in any area shall constitute acceptance by the Contractor of the accuracy of the original elevations shown on the topographic map for that area.

All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the RPR. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes as shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be used to grade the areas of ultimate development or disposed as directed by the RPR. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from borrow areas.

a. Selective grading. When selective grading is indicated on the plans, the more suitable material designated by the RPR shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas until it can be placed. The more suitable material shall then be placed and compacted as specified. Selective grading shall be considered incidental to the work involved. The cost of stockpiling and placing the material shall be included in the various pay items of work involved.

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, subgrades, roads, shoulders, or any areas intended for turf shall be excavated to a minimum depth of 12 inches (300 mm) below the subgrade or to the depth specified by the RPR. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be **legally** disposed off the airport. The cost is incidental to this item. This excavated material shall be paid for at the contract unit price per cubic yard (per cubic meter) for **unclassified excavation**. The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a part of the embankment. Where rock cuts are made, backfill with select material. Any pockets created in the rock surface shall be drained in accordance with the details shown on the plans. Undercutting will be paid as **unclassified excavation, if undercutting is necessary as determined by the RPR**.

c. Over-break. Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the RPR. All over-break shall be graded or removed by the Contractor and disposed of as directed by the RPR. The RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that the RPR determines as avoidable. Unavoidable over-break will be classified as "Unclassified Excavation."

d. Removal of utilities. The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by the Contractor as indicated on the plans. All existing foundations shall be excavated at least 2 feet (60 cm) below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the RPR. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the plans.

152-2.3 BORROW EXCAVATION. There are no borrow sources within the boundaries of the airport property. The Contractor shall locate and obtain borrow sources, subject to the approval of the RPR. The Contractor shall notify the RPR at least **15 days** prior to beginning the excavation so necessary measurements and tests can be made by the RPR. All borrow pits shall be opened to expose the various strata of acceptable material to allow obtaining a uniform product. Borrow areas shall be drained and left in a neat, presentable condition with all slopes dressed uniformly. Borrow areas shall not create a hazardous wildlife attractant.

152-2.4 DRAINAGE EXCAVATION. Drainage excavation shall consist of excavating drainage ditches including intercepting, inlet, or outlet ditches; or other types as shown on the plans. The work shall be performed in sequence with the other construction. Ditches shall be constructed prior to starting adjacent excavation operations. All satisfactory material shall be placed in embankment fills; unsuitable material shall be placed in designated waste areas or as directed by the RPR. All necessary work shall be performed true to final line, elevation, and cross-section. The Contractor shall maintain ditches constructed on the project to the required cross-section and shall keep them free of debris or obstructions until the project is accepted.

152-2.5 PREPARATION OF CUT AREAS OR AREAS WHERE EXISTING PAVEMENT HAS BEEN REMOVED. In those areas on which a subbase or base course is to be placed, the top **12 inches (300 mm)** of subgrade shall be compacted to not less than **100 %** of maximum density for non-cohesive soils, and **95%** of maximum density for cohesive soils as determined by **ASTM D1557**. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

152-2.6 PREPARATION OF EMBANKMENT AREA. All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches (150 mm) and shall then be compacted per paragraph 152-2.10.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches (300 mm) and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.7 CONTROL STRIP. The first half-day of construction of subgrade and/or embankment shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches (300 mm) upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

152-2.8 FORMATION OF EMBANKMENTS. The material shall be constructed in lifts as established in the control strip, but not less than 6 inches (150 mm) nor more than 12 inches (300 mm) of compacted thickness. ***Structural fill for construction of Embankments shall be placed and compacted in lifts until densities equivalent to at least 100 percent of the Modified Proctor (ASTM D 1557) maximum dry density are uniformly obtained to within 12 inches of the top of the subgrade lines. Structural fill shall consist of an inorganic, non-plastic, granular soil containing less than 10 percent material passing through the No. 200 mesh sieve, classified as SP, SP-SM, or SP-SC or higher under the Unified Soil Classification USC system.***

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the RPR. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each lift shall be within $\pm 2\%$ of optimum moisture content before rolling to obtain the prescribed compaction. The material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

The Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

The contractor will take samples of excavated materials which will be used in embankment for testing and develop a Moisture-Density Relations of Soils Report (Proctor) in accordance with **ASTM D 1557**. A new Proctor shall be developed for each soil type based on visual classification.

Density tests will be taken by the contractor for every **1,000** square yards of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by the RPR.

If the material has greater than 30% retained on the 3/4-inch (19.0 mm) sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted to not less than **100%** of maximum density for non-cohesive soils, and **95%** of maximum density for cohesive soils as determined by **ASTM D1557**. Under all areas to be paved, the embankments shall be compacted to a depth of **12 inches** and to a density of not less than **100** percent of the maximum density as determined by **ASTM D1557**. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

The in-place field density shall be determined in accordance with **ASTM 6938 using Procedure A**, the direct transmission method, and **ASTM D6938** shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with **ASTM D6938**. ***The contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance.*** If the specified density is not attained, the area represented by the test or as designated by the RPR shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

When rock, concrete pavement, asphalt pavement, and other embankment material are excavated at approximately the same time as the subgrade, the material shall be incorporated into the outer portion of the embankment and the subgrade material shall be incorporated under the future paved areas. Stones, fragmentary rock, and recycled pavement larger than 4 inches (100 mm) in their greatest dimensions will not be allowed in the top 12 inches (300 mm) of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by the RPR and the finer material shall be used to fill the voids forming a dense, compact mass. Rock, cement concrete pavement, asphalt pavement, and other embankment material shall not be disposed of except at places and in the manner designated on the plans or by the RPR.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in lifts of the prescribed thickness without crushing, pulverizing or

further breaking down the pieces, such material may be placed in the embankment as directed in lifts not exceeding 2 feet (60 cm) in thickness. Each lift shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The lift shall not be constructed above an elevation 4 feet (1.2 m) below the finished subgrade.

There will be no separate measurement of payment for compacted embankment. All costs incidental to placing in lifts, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of embankments will be included in the contract price for excavation, borrow, or other items.

152-2.9 PROOF ROLLING. The purpose of proof rolling the subgrade is to identify any weak areas in the subgrade and not for compaction of the subgrade. After compaction is completed, the subgrade area shall be proof rolled with a 20 ton (18.1 metric ton) Tandem axle Dual Wheel Dump Truck loaded to the legal limit with tires inflated to *the vehicle manufacturer's recommended pressure* in the presence of the RPR. Apply a minimum of **10 passes** of coverage, or as specified by the RPR, under pavement areas. A coverage is defined as the application of one tire print over the designated area. Soft areas of subgrade that deflect more than 1 inch (25 mm) or show permanent deformation greater than 1 inch (25 mm) shall be removed and replaced with suitable material or reworked to conform to the moisture content and compaction requirements in accordance with these specifications. Removal and replacement of soft areas is incidental to ~~this item~~ **the established pay items**.

152-2.10 COMPACTION REQUIREMENTS. The subgrade under areas to be paved shall be compacted to a depth of **12 inches (300 mm)** and to a density of not less than 100 percent of the maximum dry density as determined by ASTM D1557. The subgrade in areas outside the limits of the pavement areas shall be compacted to a depth of **12 inches (300 mm)** and to a density of not less than **95 percent** of the maximum density as determined by **ASTM D1557**.

The material to be compacted shall be within $\pm 2\%$ of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30 percent retained on the $\frac{3}{4}$ inch (19.0 mm) sieve, follow the procedures in AASHTO T180 Annex for correction of maximum dry density and optimum moisture for oversized particles. Tests for moisture content and compaction will be taken at a minimum of **1,000 S.Y.** of subgrade. All quality assurance testing shall be done by the Contractor's laboratory in the presence of the RPR, and density test results shall be furnished upon completion to the RPR for acceptance determination.

The in-place field density shall be determined in accordance with **ASTM D6938 using Procedure A**, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938 within 12 months prior to its use on this contract. The gage shall be field standardized daily.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the RPR and the finished subgrade shall be maintained.

152-2.11 FINISHING AND PROTECTION OF SUBGRADE. Finishing and protection of the subgrade is incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, re-compacted, and retested. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by the RPR.

152-2.12 HAUL. All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

The Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of the Contractor's hauling operations shall be repaired at the Contractor's expense.

The Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

152-2.13 SURFACE TOLERANCES. In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

- a. **Smoothness.** The finished surface shall not vary more than $\pm \frac{1}{2}$ inch (12 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.
- b. **Grade.** The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within ± 0.05 feet (15 mm) of the specified grade.

On safety areas, turfed areas and other designated areas within the grading limits where no subbase or base is to be placed, grade shall not vary more than 0.10 feet (30 mm) from specified grade. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.14 TOPSOIL. When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall be located as shown on the plans and the approved CSPP, and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of the RPR, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as shown on the plans and as required in Item T-905. ~~Topsoil shall be paid for as provided in Item T-905. No direct payment will be made for topsoil under Item P-152.~~

Topsoil shall conform to T-905 and be paid for by P-152-3 Stripping and Stockpiling.

METHOD OF MEASUREMENT

152-3.1 Measurement for payment specified by the cubic yard (cubic meter) shall be computed by the comparison of digital terrain model (DTM) surfaces for computation of neat line design quantities.

152-3.2 The quantity of ***unclassified excavation and borrow excavation*** to be paid for shall be the number of cubic yards (cubic meters) measured in its original position. Measurement shall not include the quantity of materials excavated without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.

152-3.3 ***The quantity of stripping and stockpiling shall be measured by the number of square yards (square meters), at the depths indicated on the plans.***

BASIS OF PAYMENT

152-4.1 Unclassified excavation payment shall be made at the contract unit price per cubic yard (cubic meter). This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

152-4.2 Borrow excavation payment shall be made at the contract unit price per cubic yard (cubic meter). This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

152-4.3 ***"Stripping & Stockpiling Excavation" payment shall be made at the contract unit price per square yard (square meter). This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.***

Payment will be made under:

<i>Item P-152-1</i>	<i>Unclassified Excavation</i>	<i>-- per Cubic Yard (CY)</i>
<i>Item P-152-2</i>	<i>Borrow Excavation</i>	<i>-- per Cubic Yard (CY)</i>

Item P-152-3 6" Stripping & Stockpiling

-- per Square Yard (SY)

REFERENCES

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

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180 Standard Method of Test for Moisture-Density Relations of Soils
Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop

ASTM International (ASTM)

ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics
of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³))

ASTM D1556 Standard Test Method for Density and Unit Weight of Soil in Place
by the Sand-Cone Method

ASTM D1557 Standard Test Methods for Laboratory Compaction Characteristics
of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2700 kN-m/m³))

ASTM D6938 Standard Test Methods for In-Place Density and Water Content of
Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

Advisory Circulars (AC)

AC 150/5370-2 Operational Safety on Airports During Construction Software

Software

FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

U.S. Department of Transportation

FAA RD-76-66 Design and Construction of Airport Pavements on Expansive Soils

END OF ITEM P-152

ITEM P-153 CONTROLLED LOW-STRENGTH MATERIAL (CLSM)

Item P-153 is for backfill around conduits and/or any irregular areas where it is difficult to achieve compaction. Note conduits must be secured to preclude floatation prior to placement of CLSM.

DESCRIPTION

153-1.1 This item shall consist of furnishing, transporting, and placing a controlled low-strength material (CLSM) as flowable backfill in trenches or at other locations shown on the plans or as directed by the Resident Project Representative (RPR).

MATERIALS

153-2.1 MATERIALS.

a. Cement. Cement shall conform to the requirements of ASTM [] Type [].

The Engineer shall specify all applicable cements:

ASTM C150 - Type I, II, V

ASTM C595 - Type IL, IS, IP, IT

b. Fly ash. Fly ash shall conform to ASTM C618, Class C or F.

c. Fine aggregate (sand). Fine aggregate shall conform to the requirements of ASTM C33 except for aggregate gradation. Any aggregate gradation which produces the specified performance characteristics of the CLSM and meets the following requirements, will be accepted.

Sieve Size	Percent Passing by weight
3/4 inch (19.0 mm)	100
No. 200 (75 µm)	0 - 12

d. Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

Dyes and other methods of coloring the backfill material may be incorporated if desired.

MIX DESIGN

153-3.1 PROPORTIONS. The Contractor shall submit, to the RPR, a mix design including the proportions and source of aggregate, fly ash, cement, water, and approved admixtures. No CLSM mixture shall be produced for payment until the RPR has given written approval of the proportions. The proportions shall be prepared by a laboratory and shall remain in effect for the duration of the project. The proportions shall establish a single percentage or weight for aggregate, fly ash, cement, water, and any admixtures proposed. Laboratory costs are incidental to this item.

a. Compressive strength. CLSM shall be designed to achieve a 28-day compressive strength of 100 to 200 psi (690 to 1379 kPa) when tested in accordance with ASTM D4832, with no significant strength gain after 28 days.

b. Consistency. Design CLSM to achieve a consistency that will produce an approximate 8-inch (200 mm) diameter circular-type spread without segregation. CLSM consistency shall be determined per ASTM D6103.

CONSTRUCTION METHODS

153-4.1 PLACEMENT.

a. Placement. CLSM may be placed by any reasonable means from the mixing unit into the space to be filled. Agitation is required during transportation and waiting time. Placement shall be performed so structures or pipes are not displaced from their final position and intrusion of CLSM into unwanted areas is avoided. The material shall be brought up uniformly to the fill line shown on the plans or as directed by the RPR. Each placement of CLSM shall be as continuous an operation as possible. If CLSM is placed in more than one lift, the base lift shall be free of surface water and loose foreign material prior to placement of the next lift.

b. Contractor Quality Control. The Contractor shall collect all batch tickets to verify the CLSM delivered to the project conforms to the mix design. The Contractor shall verify daily that the CLSM is consistent with 153-3.1a and 153-3.1b. Adjustments shall be made as necessary to the proportions and materials as needed. The Contractor shall provide all batch tickets to the RPR.

c. Limitations of placement. CLSM shall not be placed on frozen ground. Mixing and placing may begin when the air or ground temperature is at least 35°F (2°C) and rising. Mixing and placement shall stop when the air temperature is 40°F (4°C) and falling or when the anticipated air or ground temperature will be 35°F (2°C) or less in the 24-hour period following proposed placement. At the time of placement, CLSM shall have a temperature of at least 40°F (4°C).

153-4.2 CURING AND PROTECTION.

a. **Curing.** The air in contact with the CLSM shall be maintained at temperatures above freezing for a minimum of 72 hours. If the CLSM is subjected to temperatures below 32°F (0°C), the material may be rejected by the RPR if damage to the material is observed.

b. **Protection.** The CLSM shall not be subject to loads and shall remain undisturbed by construction activities for a period of 48 hours or until a compressive strength of 15 psi (105 kPa) is obtained. The Contractor shall be responsible for providing evidence to the RPR that the material has reached the desired strength. Acceptable evidence shall be based upon compressive tests made in accordance with paragraph 153-3.1a.

153-4.3 Quality Assurance (QA) Acceptance. CLSM QA acceptance shall be based upon batch tickets provided by the Contractor to the RPR to confirm that the delivered material conforms to the mix design.

METHOD OF MEASUREMENT

153-5.1 MEASUREMENT. *Controlled low-strength material shall not be measured for payment.*

~~No separate measurement for payment shall be made for controlled low strength material (CLSM). CLSM shall be considered necessary and incidental to the work of this Contract.~~

~~[Controlled low strength material (CLSM) shall be measured by the number of [cubic yards (cubic meters)] as specified, completed, and accepted.]~~

BASIS OF PAYMENT

153-6.1 PAYMENT.

No separate payment shall be made for controlled low-strength material. The material used shall be incidental to the construction of the electrical items of which it is a component part.

~~[No payment will be made separately or directly for controlled low strength material (CLSM). CLSM shall be considered necessary and incidental to the work of this Contract.]~~

~~[Controlled low strength material (CLSM) shall be paid for at the contract unit price per [cubic yard (cubic meter)]. Payment shall be full compensation for all materials, equipment, labor, and incidentals required to complete the work as specified.]~~

~~Payment will be made under:~~

~~Item P-153-6.1 ——— Controlled Low-Strength
Material (CLSM) ——— per [Cubic Yard] [Cubic Meter].]~~

REFERENCES

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

ASTM International (ASTM)

ASTM C33	Standard Specification for Concrete Aggregates
ASTM C150	Standard Specification for Portland Cement
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C595	Standard Specification for Blended Hydraulic Cements
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D4832	Standard Test Method for Preparation and Testing of Controlled Low-Strength Material (CLSM) Test Cylinders
ASTM D6103	Flow Consistency of Controlled Low Strength Material (CLSM)

END OF ITEM P-153

ITEM P-154 SUBBASE COURSE

DESCRIPTION

154-1.1 This item shall consist of a subbase course composed of granular materials constructed on a prepared subgrade or underlying course in accordance with these specifications, and in conformity with the dimensions and typical cross-section shown on the plans.

MATERIALS

154-2.1 MATERIALS. The subbase material shall consist of hard durable particles or fragments of granular aggregates, recycled asphalt pavement (RAP), and/or recycled concrete pavement (RCO). The material may be obtained from gravel pits, stockpiles, or may be produced from a crushing and screening plant with proper blending. The materials from these sources shall meet the requirements for gradation, quality, and consistency. The material shall be free from vegetative matter, excessive amounts of clay, and other objectionable substances; uniformly blended; and be capable of being compacted into a dense, stable subbase.

The subbase material shall exhibit a California Bearing Ratio (CBR) value of at least 20 when tested in accordance with ASTM D1883. The subbase material shall meet the gradation specified in the table below.

Subbase Gradation Requirements

Sieve designation	Percentage by weight passing sieves		Contractor's Final Gradation	Job Control Grading Band Tolerances ¹ (Percent)
	Subbase Aggregate	Recycled pavement (RAP or RCO)		
3 inch (75 mm)	100			0
1 1/2 inch (37.5 mm)		100		0
3/4 inch (19.0 mm)	70-100	70-100		±10
No. 10 (2.00 mm)	20-100	20-100		±10
No. 40 (425 µm)	5-60	5-60		±5
No. 200 (75 µm)	0-15	0-15		±5

¹The "Job Control Grading Band Tolerances" shall be applied to "Contractor's Final Gradation" to establish the job control grading band.

The portion of the material passing the No. 40 (425 µm) sieve shall have a liquid limit of not more than 25 and a plasticity index of not more than six (6) when tested in accordance with ASTM D4318.

154-2.2 SAMPLING AND TESTING.

a. Aggregate base materials. Samples shall be taken by the Contractor per ASTM D75 for initial aggregate subbase requirements and gradation. Material shall meet the requirements in paragraphs 154-2.1. The Contractor shall submit to the Resident Project Representative (RPR) certified test results showing that the aggregate meets the Material requirements of this section. Tests shall be representative of the material to be used for the project.

b. Gradation requirements. The Contractor shall take at least one aggregate subbase sample per day in the presence of the RPR to check the final gradation. Samples shall be taken from the in-place, un-compacted material at sampling locations determined by the RPR on a random basis per ASTM D3665. Sampling shall be per ASTM D75 and tested per ASTM C136 and ASTM C117. Results shall be furnished to the RPR by the Contractor each day during construction. Material shall meet the requirements in paragraph 154-2.1.

154-2.3 SEPARATION GEOTEXTILE. Not used

154-2.4 GEOGRID. Not used.

CONSTRUCTION METHODS

154-3.1 GENERAL. The subbase course shall be placed where designated on the plans or as directed by the RPR. The material shall be shaped and thoroughly compacted within the tolerances specified.

Granular subbases which, due to grain sizes or shapes, are not sufficiently stable to support the construction equipment without movement, shall be mechanically modified to the depth necessary to provide stability as directed by the RPR. The mechanical modification shall include the addition of a fine-grained medium to bind the particles of the subbase material sufficiently to furnish a bearing strength, so the course will not deform under construction equipment traffic.

154-3.2 PREPARING UNDERLYING COURSE. Prior to constructing the subbase course, clean the underlying course or subgrade of all foreign substances. The surface of the underlying course or subgrade shall meet specified compaction and surface tolerances in accordance with Item P-152. Correct ruts, soft yielding spots in the underlying courses, and subgrade areas having inadequate compaction and/or deviations of the surface from the specified requirements, by loosening and removing soft or unsatisfactory material, adding approved material, reshaping to line and grade, and recompacting to specified density requirements. For cohesionless underlying courses or subgrades containing sands or gravels, as defined in ASTM D2487, the surface shall be stabilized prior to placement of the overlying course by mixing the overlying course material into the underlying course, and compacting by approved methods. The finished underlying course shall not be disturbed by traffic or other operations and shall be maintained in a satisfactory condition until the overlying course is placed. The underlying course shall be checked and accepted by the RPR before placing and spreading operations are started.

To protect the subgrade and to ensure proper drainage, spreading of the subbase shall begin along the centerline of the pavement on a crowned section or on the high side of pavements with a one-way slope.

154-3.3 CONTROL STRIP. The first half-day of subbase construction shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches (300 mm) upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

154-3.4 PLACEMENT. The material shall be placed and spread on the prepared underlying layer by spreader boxes or other devices as approved by the RPR, to a uniform thickness and width. The equipment shall have positive thickness controls to minimize the need for additional manipulation of the material. Dumping from vehicles that require re-handling shall not be permitted. Hauling over the uncompacted base course shall not be permitted. The material shall not be placed when the underlying course is soft or yielding.

The material shall meet gradation and moisture requirements prior to compaction. Material may be free-draining and the minimum moisture content shall be established for placement and compaction of the material.

The material shall be constructed in lifts as established in the control strip, but not less than 4 inches (100 mm) nor more than 12 inches (300 mm) of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

154-3.5 COMPACTION. The subbase material shall be compacted, adjusting moisture as necessary, to be within $\pm 2\%$ of optimum moisture. The field density of the compacted material shall be at least 100% of the maximum density as specified in paragraph 154-3.9a. If the specified density is not attained, the area of the lift represented by the test shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

154-3.6 WEATHER LIMITATION. Material shall not be placed unless the ambient air temperature is at least 40°F (4°C) and rising. Work on subbase course shall not be conducted when the subgrade is wet or frozen or the subbase material contains frozen material.

154-3.7 MAINTENANCE. No base or surface course shall be placed on the subbase until the subbase has been accepted by the RPR. The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. When material has been exposed to excessive rain, snow, or freeze-thaw conditions, the Contractor shall verify that

materials still meet all specification requirements before placement of additional material. Equipment may be routed over completed sections of subbase course, provided the equipment does not damage the subbase course and the equipment is routed over the full width of the completed subbase course. Any damage to the subbase course from routing equipment over the subbase course shall be repaired by the Contractor at their expense.

154-3.8 SURFACE TOLERANCE. In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

a. Smoothness. The finished surface shall not vary more than $\pm 1/2$ inch (12 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.

b. Grade. The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within ± 0.05 feet (15 mm) of the specified grade.

154-3.9 ACCEPTANCE SAMPLING AND TESTING. The aggregate *subbase* course shall be accepted for density and thickness on an area basis. Two test shall be made for density and thickness for each 1200 square yards (1000 square meters). Sampling locations will be determined on a random basis per ASTM D3665.

a. Density. The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance.

Each area shall be accepted for density when the field density is at least **100%** of the maximum density of laboratory specimens compacted and tested per **ASTM D1557**. The in-place field density shall be determined per ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. If the specified density is not attained, the area represented by the failed test shall be reworked and/or recompact and two additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

When the material has greater than 30 percent retained on the $3/4$ inch (19.0 mm) sieve, use methods in ASTM D1557 and the procedures in AASHTO T180 Annex for correction of maximum dry density and optimum moisture for oversized particles.

b. Thickness. The thickness of the base course shall be within $+0$ and $-1/2$ inch (12 mm) of the specified thickness as determined by depth tests taken by the Contractor in the presence of the RPR for each area. Where the thickness is deficient by more than $1/2$ -inch (12 mm), the Contractor shall correct such areas at no additional cost by scarifying to a depth of at least 3 inches (75 mm), adding new material of proper gradation, and the material shall be blended and

recompacted to grade. The Contractor shall replace, at his expense, base material where depth tests have been taken.

METHOD OF MEASUREMENT

154-4.1 Subbase course shall be measured by the number of square yards (square meters) of subbase course material placed and compacted to specified density and plan thickness requirements in the completed course. The quantity of subbase course material shall be measured in final position based upon depth tests or cores taken as directed by the RPR, at the rate of two test per each 1200 square yards (1000 square meters) of subbase course survey of the completed work computed from elevations to the nearest 0.01 foot (3 mm). On individual depth measurements, thicknesses more than 1/2 inch (12 mm) in excess of that shown on the plans shall be considered as the specified thickness plus 1/2 inch (12 mm) in computing the yardage for payment. Subbase materials shall not be included in any other excavation quantities.

The quantity of subbase or stabilized shoulders to be paid for shall be the number of square yards of subbase material placed, mixed, compacted and accepted. No separate payment will be made for the material stabilizing media used to attain the stabilized value indicated on the plans or in these specifications, and it shall be included in this item whether imported or used in place. Slopes, dips, grades, or other vertical variances shall be considered by the Contractor in his/her bid price for area quantities in plan view.

BASIS OF PAYMENT

154-5.1 Payment shall be made at the contract unit price per square yard (square meter) for subbase course. This price shall be full compensation for furnishing all materials; for all preparation, hauling, and placing of these materials; and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-154-1	6" Subbase Course	-- per Square Yard (SY)
Item P-154-2	6" Subbase Course – Stabilized Shoulders	-- per Square Yard (SY)

REFERENCES

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

ASTM International (ASTM)

ASTM C117	Standard Test Method for Materials Finer than 75- μ m (No. 200) Sieve in Mineral Aggregates by Washing
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ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft ³ (600 kN-m/m ³))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft ³ (2,700 kN-m/m ³))
ASTM D2487	Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D4253	Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
ASTM D4759	Practice for Determining the Specification Conformance of Geosynthetics
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

American Association of State Highway and Transportation Officials (AASHTO)

M 288	Geotextile Specification for Highway Applications
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END OF ITEM P-154

ITEM P-211 LIME ROCK BASE COURSE

DESCRIPTION

211-1.1 This item shall consist of a base course composed of lime rock constructed on the prepared underlying course per these specifications and shall conform to the dimensions and typical cross-section shown on the plans.

MATERIALS

211-2.1 MATERIALS. The lime rock base course material shall consist of fossiliferous limestone of uniform quality. The material shall not contain hard or flinty pieces that will cause a rough surface containing pits and pockets. The rock shall show no tendency to "air slake" or undergo chemical change when exposed to the weather. The material when watered and rolled shall be capable of compacting to a dense and well-bonded base.

Lime Rock Base Course Material Properties²

	Oolitic	Non-Oolitic
Carbonates of calcium and magnesium ¹	70% minimum	75% minimum
Oxides of iron and aluminum ¹	Less than or equal to 2%	Less than or equal to 2%
Liquid limit	NA	Not greater than 35
Plasticity Index	NA	Not greater than 6
Organic or foreign matter	Not more than 0.5%	Not more than 0.5%
Lime Bearing Ratio (LBR) ³ at 0 to +1.5% optimum	125	125

¹ The combined amount of carbonates, oxides, and silica shall be at least 97%. The material shall be non-plastic.

² The chemical analysis of lime rock shall consist of determining the insoluble silica, iron oxide, and alumina by solution of the sample in hydrochloric (HCl) acid, evaporating, dehydrating, re-dissolving the residue, and neutralizing with ammonium hydroxide, filtering, washing, and igniting the residue lime rock. The difference between the percentage of insoluble matter and 100% is reported as carbonates of calcium and magnesium.

³ FM 5-515, Florida Method of Test for Lime Rock Bearing Ratio

Lime Rock Base Course Gradation

Sieve Designation (square openings)	Percentage by Weight Passing Sieves
3-1/2 inch (87.5 mm)	100
3/4 inch (19.0 mm)	50-100

All fine material shall consist entirely of dust of fracture (fine portion passing the No. 10 (2.00 mm) sieve).

- a. ***Lime Rock Certification Submittal: Submit a Certification that the Lime Rock Material is from a Florida Department of Transportation Approved Source. The certification shall indicate the type of lime rock (Oolitic or Non-Oolitic).***
- b. ***Lime Rock Chemical Analysis Submittal: Submit a chemical analysis for the Lime Rock Material. The chemical analysis of lime rock shall consist of determining the silica insoluble, iron oxide, and alumina by solution of the sample in hydrochloric (HCl) acid, evaporating, dehydrating, re-dissolving the residue, and neutralizing with ammonium hydroxide, filtering, washing, and igniting the residue lime rock. The difference between this insoluble matter and 100% is reported as carbonates of calcium and magnesium.***

211-2.2 SAMPLING AND TESTING.

a. **Aggregate base materials.** The Contractor shall take samples of the aggregate base in accordance with ASTM D75 to verify initial aggregate base requirements and gradation. Material shall meet the requirements in paragraph 211-2.1. This sampling and testing will be the basis for approval of the aggregate base quality requirements.

b. **Gradation requirements.** The Contractor shall take at least two aggregate base samples per day in the presence of the Resident Project Representative (RPR) to check the final gradation. Sampling shall be per ASTM D75. Material shall meet the requirements in paragraph 209-2.1. The lot will be consistent with the lot size used for density. The samples shall be taken from the in-place, un-compacted material at sampling points and intervals designated by the RPR.

211-2.3 SEPARATION GEOTEXTILE. Not used.

CONSTRUCTION METHODS

211-3.1 CONTROL STRIP. The first half-day of construction shall be considered the control strip. The Contractor shall demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of the specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. Control strips that do not meet specification requirements shall be removed and replaced at the Contractor's expense. Full operations shall not continue until the control strip has been accepted by the RPR. Upon acceptance of the control strip by the RPR, the Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

211-3.2 PREPARING UNDERLYING COURSE. The RPR shall check and accept the underlying course before placing and spreading operations are started. Any ruts or soft yielding places caused by improper drainage conditions, hauling, or any other cause shall be corrected at the Contractor's expense before the base course is placed. Material shall not be placed on frozen subgrade.

211-3.3 PLACEMENT. The material shall be placed and spread on the prepared underlying layer by spreader boxes or other devices as approved by the RPR, to a uniform thickness and width.

The equipment shall have positive thickness controls to minimize the need for additional manipulation of the material. Dumping from vehicles that require re-handling shall not be permitted. Hauling over the uncompacted base course shall not be permitted.

The material shall meet gradation and moisture requirements prior to compaction. The layer shall be constructed in lifts as established in the control strip, but not less than 4 inches (100 mm) nor more than 42 6 inches (300 mm) of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

To protect the underlying course and to ensure proper drainage, the spreading of the lime rock shall begin along the centerline of the pavement on the crowned section or on the high side of the pavement with a one way slope. The Contractor shall verify this finished grade and make any necessary adjustments prior to priming or placing the bituminous surface course.

211-3.4 COMPACTION. Immediately upon completion of the spreading operations, compact each layer of the base course, as specified, with approved compaction equipment. The number, type, and weight of rollers shall be sufficient to compact the material to the required density within the same day that the aggregate is placed on the subgrade. The field density of each compacted lift of material shall be at least **100%** of the maximum density of laboratory specimens prepared from samples of the subbase material delivered to the jobsite. The moisture content of the material during placing operations shall be within ± 2 percentage points of the optimum moisture content as determined by **ASTM D1557**. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

211-3.5 FINISHING. After the watering and rolling of the base course, the entire surface shall be scarified to a depth of at least 3 inches (75 mm) and shaped to the exact crown and cross-section with a blade grader. The scarified material shall be rewetted and thoroughly rolled. Rolling shall continue until the base is bonded and compacted to a dense, unyielding mass, true to grade and cross-section. Scarifying and rolling of the surface of the base shall follow the initial rolling of the lime rock by not more than four (4) days. When the lime rock base is constructed in two layers, the scarifying of the surface shall be to a depth of 2 inches (50 mm).

If cracks or checks appear in the base before the surface course is laid, the Contractor shall rescarifying, reshaping, watering, add lime rock where necessary, and recompact. If the underlying material becomes mixed with the base course material, the Contractor shall, without additional compensation, remove, reshape, and recompact the mixture.

211-3.6 WEATHER LIMITATIONS. Material shall not be placed unless the ambient air temperature is at least 40°F (4°C) and rising. Work on base course shall not be conducted when the subgrade or subbase is wet or frozen or the base material contains frozen material.

211-3.7 MAINTENANCE. The base course shall be maintained in a condition that will meet all specification requirements until the work is accepted by the RPR. When material has been exposed to excessive rain, snow, or freeze-thaw conditions, prior to placement of additional material, the Contractor shall verify that materials still meet all specification requirements.

Equipment may be routed over completed sections of base course, provided that no damage results and the equipment is routed over the full width of the completed base course. Any damage resulting to the base course from routing equipment over the base course shall be repaired by the Contractor at the Contractor's expense.

211-3.8 SURFACE TOLERANCE. After the course has been compacted, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and recompact to grade, until the required smoothness and accuracy are obtained and approved by the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense. The smoothness and accuracy requirements specified here apply only to the top layer when base course is constructed in more than one layer.

a. Smoothness. The finished surface shall not vary more than 3/8-inch (9 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.

b. Grade. The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within +0 and -1/2 inch (12 mm) of the specified grade.

211-3.9 ACCEPTANCE SAMPLING AND TESTING. Lime rock base course shall be accepted for density on an area basis. Two tests shall be made for density and thickness for each **1200 square yds** (1000 m²). Sampling locations will be determined on a random basis per ASTM D3665.

a. Density. The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance.

Each area shall be accepted for density when the field density is at least **100%** of the maximum density of laboratory specimens compacted and tested per **ASTM D1557**. The in-place field density shall be determined per ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. If the specified density is not attained, the entire area shall be reworked and/or recompact and two additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

b. Thickness. Depth tests shall be made by test holes or cores at least 3 inches (75 mm) in diameter that extend through the base. The thickness of the base course shall be within +0 and -1/2 inch (12 mm) of the specified thickness as determined by depth tests taken by the Contractor in the presence of the RPR for each area. Where the thickness is deficient by more than 1/2-inch (12 mm), the Contractor shall correct such areas at no additional cost by scarifying to a depth of at least 3 inches (75 mm), adding new material of proper gradation, and the material shall be blended and recompact to grade. The Contractor shall replace, at his expense, base material where depth tests have been taken.

METHOD OF MEASUREMENT

211-4.1 The quantity of lime rock base course shall be the number of square yards (square meters) of base material placed, bonded, and accepted in the completed base course. The quantity of base course material shall be measured in final position based upon depth tests taken as directed by the RPR. ~~On individual depth measurements, thicknesses more than 1/2 inch (12 mm) in excess of that shown on the plans shall be considered as the specified thickness plus 1/2 inch (12 mm) in computing the yardage for payment.~~

BASIS OF PAYMENT

211-5.1 Payment shall be made at the contract unit price per square yards (square meters) for lime rock **recycled concrete aggregate** base course. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

The cost of removing cracks and checks including the labor, and the additional lime rock necessary for crack elimination, will not be paid for separately but shall be included in the contract price per square yard (square meter) for lime rock base course. ***The price shall also include the scarifying, reshaping, and recompacting of existing lime rock to prepare for overlays or accept new lime rock material.***

Payment will be made under:

<i>Item P-219-1</i>	<i>Recycled Concrete Aggregate Base Course</i>	<i>-- per Square Yard (SY)</i>
Item P-211-5.1	Lime rock base course per [square yard (square meter)] [cubic yard (cubic meter)]	
[Item P-211-5.2	Separation geotextile per [square yard] [square meter]]	

REFERENCES

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

ASTM International (ASTM)

ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft ³ (600 kN-m/m ³))

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ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft ³ (2700 kN-m/m ³))
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4491	Standard Test Methods for Water Permeability of Geotextiles by Permittivity
ASTM D4751	Standard Test Methods for Determining Apparent Opening Size of a Geotextile

American Association of State Highway and Transportation Officials (AASHTO)

M288	Standard Specification for Geosynthetic Specification for Highway Applications
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END OF ITEM P-211

ITEM P-219 RECYCLED CONCRETE AGGREGATE BASE COURSE

DESCRIPTION

219-1.1 This item consists of a base course composed of recycled concrete aggregate, crushed to meet a particular gradation, constructed on a prepared course per these specifications and in conformity to the dimensions and typical cross-sections shown on the plans.

MATERIALS

219-2.1 AGGREGATE. Recycled concrete aggregate shall consist of cement concrete. The recycled concrete material shall be free of reinforcing steel and expansion material. Asphalt overlays and any full slab asphalt panels shall be removed from the concrete surface prior to removal and crushing.

Recycled concrete aggregate shall consist of at least 90%, by weight, cement concrete; virgin aggregates may be added to meet the 90% minimum concrete requirement. The remaining 10% may consist of the following materials:

Deleterious Materials

Material	Quantity
Wood	0.1% maximum
Brick, mica, schist, or other friable materials	4% maximum
Asphalt concrete	10% maximum
Total	10 % maximum

Recycled Concrete Aggregate Base Material Requirements

Material Test	Requirement	Standard
Coarse Aggregate		
Resistance to Degradation	Loss: 45% maximum	ASTM C131
Flat Particles, Elongated Particles, or Flat and Elongated Particles ¹	10% maximum, by weight, for fraction retained on the ½ inch (12.5mm) sieve and 10% maximum, by weight, for the fraction passing the 1/2-inch (12.5 mm) sieve	ASTM D4791
Clay lumps and friable particles	Less than or equal to 3 percent	ASTM C142
Fine Aggregate Portion		
Liquid limit	Less than or equal to 25	ASTM D4318
Plasticity Index	Not more than four (4)	ASTM D4318

¹ A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

The fine aggregate shall be produced by crushing stone, gravel, slag, or recycled concrete that meet the requirements for wear and soundness specified for coarse aggregate. Fine aggregate may be added to produce the correct gradation.

Each source of recycled concrete aggregate shall meet the above requirements.

Recycled concrete aggregate shape depends on the characteristics of the recycled concrete, plant type, and plant operation speed. This may require a number of trial batches before crushed recycled concrete aggregate meeting the shape and gradation requirements can be produced.

The material shall exhibit a remolded soaked CBR value of at least 100 (an LBR value of at least 125) minimum.

219-2.2 GRADATION REQUIREMENTS. The gradation (job mix) of the final mixture shall fall within the design range indicated in the following table, when tested per ASTM C117 and ASTM C136. The final gradation shall be continuously graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on an adjacent sieve or vice versa.

Gradation of Recycled Concrete Aggregate Base

Sieve Size	Percentage by Weight Passing Sieves	Contractor's Final Gradation	Job Mix Tolerances Percent
2 inch (50 mm)	100		--
1-1/2 inch (37.5 mm)	95 - 100		±5
1 inch (25.0 mm)	70 - 95		±8
3/4 inch (19.0 mm)	55 - 85		±8
No. 4 (4.75 mm)	30 - 60		±8
No. 30 (600 µm)	12 - 30		±5
No. 200 (75 µm)	0 - 10		±3

The job mix tolerances in the table shall be applied to the job mix gradation to establish a job control gradation band. The full tolerance still will apply if application of the tolerances results in a job control gradation band outside the design range.

219-2.3 SAMPLING AND TESTING.

a. Aggregate base materials. The Contractor shall take samples of the aggregate base in accordance with ASTM D75 to verify initial aggregate base requirements and gradation. Material shall meet the requirements in paragraphs 219-2.1 and 219-2.2. This sampling and testing will be the basis for approval of the aggregate base quality requirements.

b. Gradation requirements. The Contractor shall take at least two aggregate base samples per day in the presence of the Resident Project Representative (RPR) to check the final gradation. Sampling shall be per ASTM D75. Material shall meet the requirements in paragraph 219-2.2. The lot will be consistent with the lot size used for density. The samples shall be taken from the in-place, un-compacted material at sampling points and intervals designated by the RPR.

219-2.4 SEPARATION GEOTEXTILE. Not used.

CONSTRUCTION METHODS

219-3.1 CONTROL STRIP. The first half-day of construction shall be considered the control strip. The Contractor shall demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of the specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches (300 mm) upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted or removed and replaced at the Contractor's expense. Full operations shall not continue until the control strip has been accepted by the RPR. The Contractor shall use the same equipment,

materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved by the RPR.

219-3.2 PREPARING UNDERLYING COURSE. The underlying course shall be checked by the RPR before placing and spreading operations are started. Any ruts or soft yielding places caused by improper drainage conditions, hauling, or any other cause shall be corrected at the Contractor's expense before the base course is placed there. Material shall not be placed on frozen material.

To protect the existing layers and to ensure proper drainage, the spreading of the recycled concrete aggregate base course shall begin along the centerline of the pavement on a crowned section or on the greatest contour elevation of a pavement with a variable uniform cross slope.

219-3.3 PLACEMENT. The aggregate shall be placed and spread on the prepared underlying layer by spreader boxes or other devices as approved by the RPR, to a uniform thickness and width. The equipment shall have positive thickness controls to minimize the need for additional manipulation of the material. Dumping from vehicles that require re-handling shall not be permitted. Hauling over the uncompacted base course shall not be permitted.

The aggregate shall meet gradation and moisture requirements prior to compaction. The subbase course shall be constructed in lifts as established in the control strip, but not less than 4 inches (100 mm) nor more than 42 6 inches (300 mm) of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The recycled concrete aggregate shall be placed so that the completed section will be a minimum of 1 foot wider, on all sides, than the next layer that will be placed above it, as shown on the plans. Approved fill material shall be placed along the free edges of the recycled concrete aggregate in sufficient quantities to compact to the thickness of the course being constructed, or to the thickness of each layer in a .multiple course, allowing in each operation at least a 2 ft (0.6-m) width of this material to be rolled and compacted simultaneously with rolling and compacting of each layer of base course. If this base course material is to be placed adjacent to another pavement section, then the layers for both of these sections shall be placed and compacted along the edge at the same time.

219-3.4 COMPACTION. Immediately upon completion of the spreading operations, compact each layer of the base course, as specified, with approved compaction equipment. The number, type, and weight of rollers shall be sufficient to compact the material to the required density within the same day that the aggregate is placed on the subgrade.

The field density of each compacted lift of material shall be at least **100%** of the maximum density of laboratory specimens prepared from samples of the subbase material delivered to the jobsite. The laboratory specimens shall be compacted and tested in accordance with ASTM D1557. The moisture content of the material during placing operations shall be within ± 2 percentage points of the optimum moisture content as determined by **ASTM D1557**. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

Material meeting the requirements of P-219 may be free-draining and to achieve compaction may need to be compacted on the wet-side of optimum, within the tolerances specified.

219-3.5 WEATHER LIMITATIONS. Material shall not be placed unless the ambient air temperature is at least 40°F (4°C) and rising. Work on base course shall not be conducted when the subgrade or subbase is wet or frozen or the base material contains frozen material.

219-3.6 MAINTENANCE. The base course shall be maintained in a condition that will meet all specification requirements. When material has been exposed to excessive rain, snow, or freeze-thaw conditions, prior to placement of additional material, the Contractor shall verify that materials still meet all specification requirements. Equipment may be routed over completed sections of base course, provided that no damage results and the equipment is routed over the full width of the completed base course. Any damage resulting to the base course from routing equipment over the base course shall be repaired by the Contractor at their expense.

219-3.7 SURFACE TOLERANCES. After the course has been compacted, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and recompact to grade until the required smoothness and accuracy are obtained and approved by the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense. The smoothness and accuracy requirements specified here apply only to the top layer when base course is constructed in more than one layer.

a. Smoothness. The finished surface shall not vary more than 3/8-inch (9 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.

b. Grade. The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within +0 and 1/2 inch (12 mm) of the specified grade.

219-3.8 ACCEPTANCE SAMPLING AND TESTING FOR DENSITY. Recycled Concrete Aggregate base course shall be accepted for density and thickness on an area basis. Two tests shall be made for density and thickness for each **1200 square yds** (1000 m²). Sampling locations will be determined on a random basis per ASTM D3665

a. Density. The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance.

Each area shall be accepted for density when the field density is at least **100%** of the maximum density of laboratory specimens compacted and tested per **ASTM 1557**. The in-place field density shall be determined per ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. If the specified density is not attained, the area represented by the failed test must be reworked and/or recompact and two additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

b. Thickness. Depth tests shall be made by test holes at least 3 inches (75 mm) in diameter that extend through the base. The thickness of the base course shall be within +0 and -1/2 inch (12 mm) of the specified thickness as determined by depth tests taken by the Contractor in the presence of the RPR for each area. Where the thickness is deficient by more than 1/2-inch (12 mm), the Contractor shall correct such areas at no additional cost by scarifying to a depth of at least 3 inches (75 mm), adding new material of proper gradation, and the material shall be blended and recompacted to grade. The Contractor shall replace, at his expense, base material where depth tests have been taken.

METHOD OF MEASUREMENT

219-4.1 The quantity of recycled concrete aggregate base course will be determined by measurement of the number of square yards (square meters) of material actually constructed and accepted as complying with the plans and specifications.

BASIS OF PAYMENT

219-5.1 Payment shall be made at the contract unit price per square yard (square meter) for recycled concrete aggregate base course. This price shall be full compensation for furnishing all materials, for preparing and placing these materials, and for all labor, equipment tools, and incidentals necessary to complete the item.

Payment will be made under:

<i>Item P-219-1</i>	<i>Recycled Concrete Aggregate Base Course</i>	<i>- per Square Yard (Square Meter)</i>
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REFERENCES

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

ASTM International (ASTM)

ASTM C29	Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75 μ m (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

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ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregate
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft ³ (600 kN-m/m ³))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft ³ (2700 kN-m/m ³))
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4643	Standard Test Method for Determination of Water (Moisture) Content of Soil by Microwave Oven Heating
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

END OF ITEM P-219

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ITEM P-401 ASPHALT MIX PAVEMENT

DESCRIPTION

401-1.1 This item shall consist of pavement courses composed of mineral aggregate and asphalt binder mixed in a central mixing plant and placed on a prepared base or stabilized course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross-sections shown on the plans. Each course shall be constructed to the depth, typical section, and elevation required by the plans and shall be rolled, finished, and approved before the placement of the next course.

MATERIALS

401-2.1 AGGREGATE. Aggregates shall consist of crushed stone, crushed gravel, crushed slag, screenings, natural sand, and mineral filler, as required. The aggregates should have no known history of detrimental pavement staining due to ferrous sulfides, such as pyrite. Coarse aggregate is the material retained on the No. 4 (4.75 mm) sieve. Fine aggregate is the material passing the No. 4 (4.75 mm) sieve.

a. Coarse aggregate. Coarse aggregate shall consist of sound, tough, durable particles, free from films of matter that would prevent thorough coating and bonding with the asphalt material and free from organic matter and other deleterious substances. Coarse aggregate material requirements are given in the table below.

Coarse Aggregate Material Requirements

Material Test	Requirement	Standard
Resistance to Degradation	Loss: 40% maximum	ASTM C131
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	1.0% maximum	ASTM C142
Percentage of Fractured Particles	For pavements designed for aircraft gross weights of 60,000 pounds (27200 kg) or more: Minimum 75% by weight of particles with at least two fractured faces and 85% with at least one fractured face ¹	ASTM D5821
	For pavements designed for aircraft gross weights less than 60,000 pounds (27200 kg): Minimum 50% by weight of particles with at least two fractured faces and 65% with at least one fractured face ¹	
Flat, Elongated, or Flat and Elongated Particles	8% maximum, by weight, of flat, elongated, or flat and elongated particles at 5:1 ²	ASTM D4791

Material Test	Requirement	Standard
Bulk density of slag ³	Weigh not less than 70 pounds per cubic foot (1.12 Mg/cubic meter)	ASTM C29.

¹ The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

² A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

³ Only required if slag is specified.

b. Fine aggregate. Fine aggregate shall consist of clean, sound, tough, durable, angular shaped particles produced by crushing stone, slag, or gravel and shall be free from coatings of clay, silt, or other objectionable matter. Natural (non-manufactured) sand may be used to obtain the gradation of the fine aggregate blend or to improve the workability of the mix. Fine aggregate material requirements are listed in the table below.

Fine Aggregate Material Requirements

Material Test	Requirement	Standard
Liquid limit	25 maximum	ASTM D4318
Plasticity Index	4 maximum	ASTM D4318
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	Loss after 5 cycles: 10% maximum using Sodium sulfate - or - 15% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	1.0% maximum	ASTM C142
Sand equivalent	45 minimum	ASTM D2419
Natural Sand	0% to 15% maximum by weight of total aggregate	ASTM D1073

c. Sampling. ASTM D75 shall be used in sampling coarse and fine aggregate.

401-2.2 MINERAL FILLER. Mineral filler (baghouse fines) may be added in addition to material naturally present in the aggregate. Mineral filler shall meet the requirements of ASTM D242.

Mineral Filler Requirements

Material Test	Requirement	Standard
Plasticity Index	4 maximum	ASTM D4318

401-2.3 ASPHALT BINDER. Asphalt binder shall conform to ASTM D6373 Performance Grade (PG) 76-22.

[

Asphalt Binder PG Plus Test Requirements

Material Test	Requirement	Standard
Elastic Recovery	75% minimum	ASTM D6084 ¹

¹ Follow procedure B on RTFO aged binder.]

401-2.4 ANTI-STRIPPING AGENT. Any anti-stripping agent or additive (anti-strip) shall be heat stable and shall not change the asphalt binder grade beyond specifications. Anti-strip shall be an approved material of the Department of Transportation of the State in which the project is located.

COMPOSITION

401-3.1 COMPOSITION OF MIXTURE(S). The asphalt mix shall be composed of a mixture of aggregates, filler and anti-strip agent if required, and asphalt binder. The aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

401-3.2 JOB MIX FORMULA (JMF) LABORATORY. The laboratory used to develop the JMF shall possess a current certificate of accreditation, listing D3666 from a national accrediting authority and all test methods required for developing the JMF; and be listed on the accrediting authority's website. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the Resident Project Representative (RPR) prior to start of construction.

401-3.3 JOB MIX FORMULA (JMF). No asphalt mixture shall be placed until an acceptable mix design has been submitted to the RPR for review and accepted in writing. The RPR's review shall not relieve the Contractor of the responsibility to select and proportion the materials to comply with this section.

When the project requires asphalt mixtures of differing aggregate gradations and/or binders, a separate JMF shall be submitted for each mix. Add anti-stripping agent to meet tensile strength requirements.

The JMF shall be prepared by an accredited laboratory that meets the requirements of paragraph 401-3.2. The asphalt mixture shall be designed using procedures contained in Asphalt Institute MS-2 Mix Design Manual, 7th Edition. Samples shall be prepared and compacted using the gyratory compactor in accordance with ASTM D6925.

Should a change in sources of materials be made, a new JMF must be submitted to the RPR for review and accepted in writing before the new material is used. After the initial production JMF has been approved by the RPR and a new or modified JMF is required for whatever reason, the subsequent cost of the new or modified JMF, including a new control strip when required by the RPR, will be borne by the Contractor.

The RPR may request samples at any time for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

The JMF shall be submitted in writing by the Contractor at least [30] days prior to the start of paving operations. The JMF shall be developed within the same construction season using aggregates proposed for project use.

The JMF shall be dated, and stamped or sealed by the responsible professional Engineer of the laboratory and shall include the following items as a minimum:

- Manufacturer's Certificate of Analysis (COA) for the asphalt binder used in the JMF in accordance with paragraph 401-2.3. Certificate of asphalt performance grade is with modifier already added, if used and must indicate compliance with ASTM D6373. For plant modified asphalt binder, certified test report indicating grade certification of modified asphalt binder.
- Manufacturer's Certificate of Analysis (COA) for the anti-stripping agent if used in the JMF in accordance with paragraph 401-2.4.
- Certified material test reports for the course and fine aggregate and mineral filler in accordance with paragraphs 401-2.1.
- Percent passing each sieve size for individual gradation of each aggregate cold feed and/or hot bin; percent by weight of each cold feed and/or hot bin used; and the total combined gradation in the JMF.
- Specific Gravity and absorption of each coarse and fine aggregate.
- Percent natural sand.
- Percent fractured faces.
- Percent by weight of flat particles, elongated particles, and flat and elongated particles (and criteria).
- Percent of asphalt.
- Number of blows or gyrations
- Laboratory mixing and compaction temperatures.
- Supplier-recommended field mixing and compaction temperatures.
- Plot of the combined gradation on a 0.45 power gradation curve.
- Graphical plots of air voids, voids in the mineral aggregate (VMA), and unit weight versus asphalt content. To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.
- Tensile Strength Ratio (TSR).
- Type and amount of Anti-strip agent when used.

- Asphalt Pavement Analyzer (APA) results.
- Date the JMF was developed. Mix designs that are not dated or which are from a prior construction season shall not be accepted.

Table 1. Asphalt Design Criteria

Test Property	Value	Test Method
Number of blows or gyrations	75	
Air voids (%)	3.5	ASTM D3203
Percent voids in mineral aggregate (VMA), minimum	See Table 2	ASTM D6995
Tensile Strength Ratio (TSR) ¹	not less than 80 at a saturation of 70-80%	ASTM D4867
Asphalt Pavement Analyzer (APA) ^{2,3}	Less than 10 mm @ 4000 passes	AASHTO T340 at 250 psi hose pressure at 64°C test temperature

¹ Test specimens for TSR shall be compacted at 7 ± 1.0 % air voids. In areas subject to freeze-thaw, use freeze-thaw conditioning in lieu of moisture conditioning per ASTM D4867.

² AASHTO T340 at 100 psi hose pressure at 64°C test temperature may be used in the interim. If this method is used the required Value shall be less than 5 mm @ 8000 passes

³ Where APA not available, use Hamburg wheel test (AASHTO T-324) 10mm @ 20,000 passes at 50°C.

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory sieves, will conform to the gradation or gradations specified in Table 2 when tested in accordance with ASTM C136 and ASTM C117.

The gradations in Table 2 represent the limits that shall determine the suitability of aggregate for use from the sources of supply; be well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice versa.

Table 2. Aggregate - Asphalt Pavements

Sieve Size	Percentage by Weight Passing Sieve <i>Gradation 2 (12.5 mm NMAS) for Surface Courses</i>	Percentage by Weight Passing Sieve <i>Gradation 3 (9.5 mm NMAS) for Leveling Courses</i>
1 inch (25.0 mm)	--	--
3/4 inch (19.0 mm)	100	--
1/2 inch (12.5 mm)	90-100	100
3/8 inch (9.5 mm)	72-88	90-100
No. 4 (4.75 mm)	53-73	58-78
No. 8 (2.36 mm)	38-60	40-60
No. 16 (1.18 mm)	26-48	28-48
No. 30 (600 µm)	18-38	18-38
No. 50 (300 µm)	11-27	11-27
No. 100 (150 µm)	6-18	6-18
No. 200 (75 µm)	3-6	3-6
Minimum Voids in Mineral Aggregate (VMA)¹	15.0	16.0
Asphalt Percent:		
Stone or gravel	5.0-7.5	5.5-8.0
Slag	6.5-9.5	7.0-10.5
Recommended Minimum Construction Lift Thickness	2 inch	1 1/2 inch Maximum 0" Minimum

¹To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.

The aggregate gradations shown are based on aggregates of uniform specific gravity. The percentages passing the various sieves shall be corrected when aggregates of varying specific gravities are used, as indicated in the Asphalt Institute MS-2 Mix Design Manual, 7th Edition.

401-3.4 RECLAIMED ASPHALT PAVEMENT (RAP). RAP shall not be used.

401-3.5 CONTROL STRIP. Full production shall not begin until an acceptable control strip has been constructed and accepted in writing by the RPR. The Contractor shall prepare and place a quantity of asphalt according to the JMF. The underlying grade or pavement structure upon which the control strip is to be constructed shall be the same as the remainder of the course represented by the control strip.

The Contractor will not be allowed to place the control strip until the Contractor quality control program (CQCP), showing conformance with the requirements of paragraph 401-5.1, has been accepted, in writing, by the RPR.

The control strip will consist of at least 250 tons (227 metric tons) or 1/2 subplot, whichever is greater. The control strip shall be placed in two lanes of the same width and depth to be used in production with a longitudinal cold joint. The cold joint must be cut back in accordance with paragraph 401-4.14 using the same procedure that will be used during production. The cold joint for the control strip will be an exposed construction joint at least four (4) hours old or when the mat has cooled to less than 160°F (71°C). The equipment used in construction of the control strip shall be the same type, configuration and weight to be used on the project.

The control strip will be considered acceptable by the RPR if the gradation, asphalt content, and VMA are within the action limits specified in paragraph 401-5.5a; and Mat density greater than or equal to 94.5%, air voids 3.5% ± 1%, and joint density greater than or equal to 92.5%.

If the control strip is unacceptable, necessary adjustments to the JMF, plant operation, placing procedures, and/or rolling procedures shall be made and another control strip shall be placed. Unacceptable control strips shall be removed at the Contractor's expense.

The control strip will be considered one lot for payment based upon the average of a minimum of 3 samples (no sublots required for control strip). Payment will only be made for an acceptable control strip in accordance with paragraph 401-8.1 using a lot pay factor equal to 100.

CONSTRUCTION METHODS

401-4.1 WEATHER LIMITATIONS. The asphalt shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 4. The temperature requirements may be waived by the RPR, if requested; however, all other requirements including compaction shall be met.

Table 4. Surface Temperature Limitations of Underlying Course

Mat Thickness	Base Temperature (Minimum)	
	°F	°C
3 inches (7.5 cm) or greater	40 ¹	4
Greater than 2 inches (50 mm) but less than 3 inches (7.5 cm)	45	7

401-4.2 ASPHALT PLANT. Plants used for the preparation of asphalt shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M156 including the following items.

a. Inspection of plant. The RPR, or RPR's authorized representative, shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant: verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

b. Storage bins and surge bins. The asphalt mixture stored in storage and/or surge bins shall meet the same requirements as asphalt mixture loaded directly into trucks. Asphalt mixture

shall not be stored in storage and/or surge bins for a period greater than twelve (12) hours. If the RPR determines there is an excessive heat loss, segregation, or oxidation of the asphalt mixture due to temporary storage, temporary storage shall not be allowed.

401-4.3 AGGREGATE STOCKPILE MANAGEMENT. Aggregate stockpiles shall be constructed in a manner that prevents segregation and intermixing of deleterious materials. Aggregates from different sources shall be stockpiled, weighed and batched separately at the asphalt batch plant. Aggregates that have become segregated or mixed with earth or foreign material shall not be used.

A continuous supply of materials shall be provided to the work to ensure continuous placement.

401-4.4 HAULING EQUIPMENT. Trucks used for hauling asphalt shall have tight, clean, and smooth metal beds. To prevent the asphalt from sticking to the truck beds, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other material approved by the RPR. Petroleum products shall not be used for coating truck beds. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers shall be securely fastened.

401-4.4.1 Material transfer vehicle (MTV). *A Material Transfer Vehicle is required.* Material transfer vehicles used to transfer the material from the hauling equipment to the paver, shall use a self-propelled, material transfer vehicle with a swing conveyor that can deliver material to the paver without making contact with the paver. The MTV shall be able to move back and forth between the hauling equipment and the paver providing material transfer to the paver, while allowing the paver to operate at a constant speed. The Material Transfer Vehicle will have remixing and storage capability to prevent physical and thermal segregation.

401-4.5 ASPHALT PAVERS. Asphalt pavers shall be self-propelled with an activated heated screed, capable of spreading and finishing courses of asphalt that will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface. The asphalt paver shall be equipped with a control system capable of automatically maintaining the specified screed grade and elevation.

If the spreading and finishing equipment in use leaves tracks or indented areas, or produces other blemishes in the pavement that are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued.

The paver shall be capable of paving to a minimum width specified in paragraph 401-4.12.

401-4.6 ROLLERS. The number, type, and weight of rollers shall be sufficient to compact the asphalt to the required density while it is still in a workable condition without crushing of the aggregate, depressions or other damage to the pavement surface. Rollers shall be in good condition, clean, and capable of operating at slow speeds to avoid displacement of the asphalt. All rollers shall be specifically designed and suitable for compacting asphalt concrete and shall be properly used. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used.

401-4.7 DENSITY DEVICE. The Contractor shall have on site a density gauge during all paving operations in order to assist in the determination of the optimum rolling pattern, type of roller and frequencies, as well as to monitor the effect of the rolling operations during production paving. The Contractor shall supply a qualified technician during all paving operations to calibrate the gauge and obtain accurate density readings for all new asphalt. These densities shall be supplied to the RPR upon request at any time during construction. No separate payment will be made for supplying the density gauge and technician.

401-4.8 PREPARATION OF ASPHALT BINDER. The asphalt binder shall be heated in a manner that will avoid local overheating and provide a continuous supply of the asphalt binder to the mixer at a uniform temperature. The temperature of unmodified asphalt binder delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles, but shall not exceed 325°F (160°C) when added to the aggregate. The temperature of modified asphalt binder shall be no more than 350°F (175°C) when added to the aggregate.

401-4.9 PREPARATION OF MINERAL AGGREGATE. The aggregate for the asphalt shall be heated and dried. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350°F (175°C) when the asphalt binder is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

401-4.10 PREPARATION OF ASPHALT MIXTURE. The aggregates and the asphalt binder shall be weighed or metered and mixed in the amount specified by the JMF. The combined materials shall be mixed until the aggregate obtains a uniform coating of asphalt binder and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but not less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95% of coated particles. For continuous mix plants, the minimum mixing time shall be determined by dividing the weight of its contents at operating level by the weight of the mixture delivered per second by the mixer. The moisture content of all asphalt upon discharge shall not exceed 0.5%.

401-4.11 APPLICATION OF PRIME AND TACK COAT. Immediately before placing the asphalt mixture, the underlying course shall be cleaned of all dust and debris.

A prime coat in accordance with Item P-602 shall be applied to aggregate base prior to placing the asphalt mixture.

A tack coat shall be applied in accordance with Item P-603 to all vertical and horizontal asphalt and concrete surfaces prior to placement of the first and each subsequent lift of asphalt mixture.

401-4.12 LAYDOWN PLAN, TRANSPORTING, PLACING, AND FINISHING. Prior to the placement of the asphalt, the Contractor shall prepare a laydown plan with the sequence of paving lanes and width to minimize the number of cold joints; the location of any temporary ramps; laydown temperature; and estimated time of completion for each portion of the work (milling, paving, rolling, cooling, etc.). The laydown plan and any modifications shall be approved by the RPR.

Deliveries shall be scheduled so that placing and compacting of asphalt is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to approximately ambient temperature. The Contractor, at their expense, shall be responsible for repair of any damage to the pavement caused by hauling operations.

Contractor shall survey each lift of asphalt surface course and certify to RPR that every lot of each lift meets the grade tolerances of paragraph 401-6.2d before the next lift can be placed.

Edges of existing asphalt pavement abutting the new work shall be saw cut and the cut off material and laitance removed. Apply a tack coat in accordance with P-603 before new asphalt material is placed against it.

The speed of the paver shall be regulated to eliminate pulling and tearing of the asphalt mat. Placement of the asphalt mix shall begin along the centerline of a crowned section or on the high side of areas with a one way slope unless shown otherwise on the laydown plan as accepted by the RPR. The asphalt mix shall be placed in consecutive adjacent lanes having a minimum width of **12 feet (m)** except where edge lanes require less width to complete the area. Additional screed sections attached to widen the paver to meet the minimum lane width requirements must include additional auger sections to move the asphalt mixture uniformly along the screed extension.

The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least one foot (30 cm); however, the joint in the surface top course shall be at the centerline of crowned pavements. Transverse joints in one course shall be offset by at least 10 feet (3 m) from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 10 feet (3 m). On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the asphalt may be spread and luted by hand tools.

The RPR may at any time, reject any batch of asphalt, on the truck or placed in the mat, which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or overheated asphalt mixture. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the RPR, and if it can be demonstrated in the laboratory, in the presence of the RPR, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

Areas of segregation in the surface course, as determined by the RPR, shall be removed and replaced at the Contractor's expense. The area shall be removed by saw cutting and milling a minimum of the construction lift thickness as specified in paragraph 401-3.3, Table 2 for the approved mix design. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet (3 m) long.

401-4.13 COMPACTION OF ASPHALT MIXTURE. After placing, the asphalt mixture shall be thoroughly and uniformly compacted by self-propelled rollers. The surface shall be compacted as soon as possible when the asphalt has attained sufficient stability so that the rolling does not cause undue displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction.

Any surface defects and/or displacement occurring as a result of the roller, or from any other cause, shall be corrected at the Contractor's expense.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross-section, and the required field density is obtained. To prevent adhesion of the asphalt to the roller, the wheels shall be equipped with a scraper and kept moistened with water as necessary.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with approved power tampers.

Any asphalt that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

401-4.14 JOINTS. The formation of all joints shall be made to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid asphalt except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods, all contact surfaces shall be coated with an asphalt tack coat before placing any fresh asphalt against the joint.

Longitudinal joints which have been left exposed for more than four (4) hours; the surface temperature has cooled to less than 175°F (80°C); or are irregular, damaged, uncompacted or otherwise defective shall be cut back with a cutting wheel or pavement saw a maximum of 3 inches (75 mm) to expose a clean, sound, uniform vertical surface for the full depth of the course. All cutback material and any laitance produced from cutting joints shall be removed from the project. Asphalt tack coat in accordance with P-603 shall be applied to the clean, dry joint prior to placing any additional fresh asphalt against the joint. The cost of this work shall be considered incidental to the cost of the asphalt.

401-4.15 SAW-CUT GROOVING. Saw-cut grooves shall be provided as specified in Item P-621, *as applicable*.

401-4.16 DIAMOND GRINDING. Diamond grinding shall be completed prior to pavement grooving. Diamond grinding shall be accomplished by sawing with saw blades impregnated with industrial diamond abrasive.

Diamond grinding shall be performed with a machine designed specifically for diamond grinding capable of cutting a path at least 3 feet (0.9 m) wide. The saw blades shall be 1/8-inch (3-mm) wide with a sufficient number of blades to create grooves between 0.090 and 0.130 inches (2 and 3.5 mm) wide; and peaks and ridges approximately 1/32 inch (1 mm) higher than the bottom of the grinding cut. The actual number of blades will be determined by the Contractor and depend on the hardness of the aggregate. Equipment or grinding procedures that cause ravels, aggregate fractures, spalls or disturbance to the pavement will not be permitted. Contractor shall

demonstrate to the RPR that the grinding equipment will produce satisfactory results prior to making corrections to surfaces. Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The slurry resulting from the grinding operation shall be continuously removed and the pavement left in a clean condition. The Contractor shall apply a surface treatment per P-608 to all areas that have been subject to grinding.

401-4.17 NIGHTTIME PAVING REQUIREMENTS. The Contractor shall provide adequate lighting during any nighttime construction. A lighting plan shall be submitted by the Contractor and approved by the RPR prior to the start of any nighttime work. All work shall be in accordance with the approved CSPP and lighting plan.

CONTRACTOR QUALITY CONTROL (CQC)

401-5.1 GENERAL. The Contractor shall develop a Contractor Quality Control Program (CQCP) in accordance with Item C-100. No partial payment will be made for materials without an approved CQCP.

401-5.2 CONTRACTOR QUALITY CONTROL (QC) FACILITIES. The Contractor shall provide or contract for testing facilities in accordance with Item C-100. The RPR shall be permitted unrestricted access to inspect the Contractor's QC facilities and witness QC activities. The RPR will advise the Contractor in writing of any noted deficiencies concerning the QC facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

401-5.3 CONTRACTOR QC TESTING. The Contractor shall perform all QC tests necessary to control the production and construction processes applicable to these specifications and as set forth in the approved CQCP. The testing program shall include, but not necessarily be limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness. A QC Testing Plan shall be developed as part of the CQCP.

a. Asphalt content. A minimum of two tests shall be performed per day in accordance with ASTM D6307 or ASTM D2172 for determination of asphalt content. When using ASTM D6307, the correction factor shall be determined as part of the first test performed at the beginning of plant production; and as part of every tenth test performed thereafter. The asphalt content for the day will be determined by averaging the test results.

b. Gradation. Aggregate gradations shall be determined a minimum of twice per day from mechanical analysis of extracted aggregate in accordance with ASTM D5444, ASTM C136, and ASTM C117.

c. Moisture content of aggregate. The moisture content of aggregate used for production shall be determined a minimum of once per day in accordance with ASTM C566.

d. Moisture content of asphalt. The moisture content shall be determined once per day in accordance with AASHTO T329 or ASTM D1461.

e. Temperatures. Temperatures shall be checked, at least four times per day, at necessary locations to determine the temperatures of the dryer, the asphalt binder in the storage tank, the asphalt at the plant, and the asphalt at the job site.

f. In-place density monitoring. The Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. A nuclear gauge may be used to monitor the pavement density in accordance with ASTM D2950.

g. Smoothness for Contractor Quality Control.

The Contractor shall perform smoothness testing in transverse and longitudinal directions daily to verify that the construction processes are producing pavement with variances less than ¼ inch in 12 feet, identifying areas that may pond water which could lead to hydroplaning of aircraft. If the smoothness criteria is not met, appropriate changes and corrections to the construction process shall be made by the Contractor before construction continues.

The Contractor may use a 12-foot (3.7 m) straightedge, a rolling inclinometer meeting the requirements of ASTM E2133 or rolling external reference device that can simulate a 12-foot (3.7m) straightedge approved by the RPR. Straight-edge testing shall start with one-half the length of the straightedge at the edge of pavement section being tested and then moved ahead one-half the length of the straightedge for each successive measurement. Testing shall be continuous across all joints. The surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length, and measuring the maximum gap between the straightedge and the pavement surface in the area between the two high points. If the rolling inclinometer or external reference device is used, the data may be evaluated using either the FAA profile program, ProFAA, or FHWA ProVal, using the 12-foot straightedge simulation function.

Smoothness readings shall not be made across grade changes or cross slope transitions. The transition between new and existing pavement shall be evaluated separately for conformance with the plans.

(1) Transverse measurements. Transverse measurements shall be taken for each day's production placed. Transverse measurements shall be taken perpendicular to the pavement centerline each 50 feet (15 m) or more often as determined by the RPR. The joint between lanes shall be tested separately to facilitate smoothness between lanes.

(2) Longitudinal measurements. Longitudinal measurements shall be taken for each day's production placed. Longitudinal tests shall be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet (6 m); and at the third points of paving lanes when widths of paving lanes are 20 ft (6 m) or greater. When placement abuts previously placed material the first measurement shall start with one half the length of the straight edge on the previously placed material.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4 inch (6 mm) shall be corrected with diamond grinding per paragraph 401-4.16 or by removing and replacing the surface course to full depth. Grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. All areas in which diamond grinding has been performed shall be subject to the final pavement thickness tolerances specified in paragraph 401-6.1d(3). Areas that have been ground shall be sealed with

a surface treatment in accordance with Item P-608. To avoid the surface treatment creating any conflict with runway or taxiway markings, it may be necessary to seal a larger area.

Control charts shall be kept to show area of each day's placement and the percentage of corrective grinding required. Corrections to production and placement shall be initiated when corrective grinding is required. If the Contractor's machines and/or methods produce significant areas that need corrective actions in excess of 10 percent of a day's production, production shall be stopped until corrective measures are implemented by the Contractor.

h. Grade. Grade shall be evaluated daily to allow adjustments to paving operations when grade measurements do not meet specifications. As a minimum, grade shall be evaluated prior to and after the placement of the first lift and after placement of the surface lift.

Measurements will be taken at appropriate gradelines (as a minimum at center and edges of paving lane) and longitudinal spacing as shown on cross-sections and plans. The final surface of the pavement will not vary from the gradeline elevations and cross-sections shown on the plans by more than 1/2 inch (12 mm) vertically and 0.1 feet (30 mm) laterally. The documentation will be provided by the Contractor to the RPR within 24 hours.

Areas with humps or depressions that exceed grade or smoothness criteria and that retain water on the surface must be ground off provided the course thickness after grinding is not more than 1/2 inch (12 mm) less than the thickness specified on the plans. Grinding shall be in accordance with paragraph 401-4.16.

The Contractor shall repair low areas or areas that cannot be corrected by grinding by removal of deficient areas to the depth of the final course plus 1/2 inch and replacing with new material. Skin patching is not allowed.

401-5.4 SAMPLING. When directed by the RPR, the Contractor shall sample and test any material that appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

401-5.5 CONTROL CHARTS. The Contractor shall maintain linear control charts for both individual measurements and range (i.e. difference between highest and lowest measurements) for aggregate gradation, asphalt content, and VMA. The VMA for each day will be calculated and monitored by the QC laboratory.

Control charts shall be posted in a location satisfactory to the RPR and kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a problem and the Contractor is not taking satisfactory corrective action, the RPR may suspend production or acceptance of the material.

a. Individual measurements. Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation, asphalt content,

and VMA. The control charts shall use the job mix formula target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

Control Chart Limits for Individual Measurements

Sieve	Action Limit	Suspension Limit
3/4 inch (19.0 mm)	±6%	±9%
1/2 inch (12.5 mm)	±6%	±9%
3/8 inch (9.5 mm)	±6%	±9%
No. 4 (4.75 mm)	±6%	±9%
No. 16 (1.18 mm)	±5%	±7.5%
No. 50 (300 µm)	±3%	±4.5%
No. 200 (75 µm)	±2%	±3%
Asphalt Content	±0.45%	±0.70%
Minimum VMA	-0.5%	-1.0%

b. Range. Control charts shall be established to control gradation process variability. The range shall be plotted as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of $n = 2$. Should the Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for $n = 3$ and by 1.27 for $n = 4$.

Control Chart Limits Based on Range

Sieve	Suspension Limit
1/2 inch (12.5 mm)	11%
3/8 inch (9.5 mm)	11%
No. 4 (4.75 mm)	11%
No. 16 (1.18 mm)	9%
No. 50 (300 µm)	6%
No. 200 (75 µm)	3.5%
Asphalt Content	0.8%

c. Corrective Action. The CQCP shall indicate that appropriate action shall be taken when the process is believed to be out of tolerance. The Plan shall contain rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:

- (1) One point falls outside the Suspension Limit line for individual measurements or range;
or
- (2) Two points in a row fall outside the Action Limit line for individual measurements.

401-5.6 QC REPORTS. The Contractor shall maintain records and shall submit reports of QC activities daily, in accordance with Item C-100.

MATERIAL ACCEPTANCE

401-6.1 ACCEPTANCE SAMPLING AND TESTING. Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the RPR at no cost to the Contractor except that coring as required in this section shall be completed and paid for by the Contractor.

a. Quality assurance (QA) testing laboratory. The QA testing laboratory performing these acceptance tests will be accredited in accordance with ASTM D3666. The QA laboratory accreditation will be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing will be listed on the lab accreditation.

b. Lot size. A standard lot will be equal to one day's production divided into approximately equal sublots of between 400 to 600 tons. When only one or two sublots are produced in a day's production, the sublots will be combined with the production lot from the previous or next day.

Where more than one plant is simultaneously producing asphalt for the job, the lot sizes will apply separately for each plant.

c. Asphalt air voids. Plant-produced asphalt will be tested for air voids on a subplot basis.

(1) Sampling. Material from each subplot shall be sampled in accordance with ASTM D3665. Samples shall be taken from material deposited into trucks at the plant or at the job site in accordance with ASTM D979. The sample of asphalt may be put in a covered metal tin and placed in an oven for not less than 30 minutes nor more than 60 minutes to maintain the material at or above the compaction temperature as specified in the JMF.

(2) Testing. Air voids will be determined for each subplot in accordance with ASTM D3203 for a set of three compacted specimens prepared in accordance with ASTM D6925.

d. In-place asphalt mat and joint density. Each subplot will be tested for in-place mat and joint density as a percentage of the theoretical maximum density (TMD).

(1) Sampling. The Contractor will cut minimum 5 inch (125 mm) diameter samples in accordance with ASTM D5361. The Contractor shall furnish all tools, labor, and materials for cleaning, and filling the cored pavement. Laitance produced by the coring operation shall be removed immediately after coring, and core holes shall be filled within one day after sampling in a manner acceptable to the RPR.

(2) Bond. Each lift of asphalt shall be bonded to the underlying layer. If cores reveal that the surface is not bonded, additional cores shall be taken as directed by the RPR to determine the extent of unbonded areas. Unbonded areas shall be removed by milling and replaced at no additional cost as directed by the RPR.

(3) Thickness. Thickness of each lift of surface course will be evaluated by the RPR for compliance to the requirements shown on the plans after any necessary corrections for grade.

Measurements of thickness will be made using the cores extracted for each subplot for density measurement. The maximum allowable deficiency at any point will not be more than 1/4 inch (6 mm) less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, will not be less than the indicated thickness. Where the thickness tolerances are not met, the lot or subplot shall be corrected by the Contractor at his expense by removing the deficient area and replacing with new pavement. The Contractor, at his expense, may take additional cores as approved by the RPR to circumscribe the deficient area.

(4) Mat density. One core shall be taken from each subplot. Core locations will be determined by the RPR in accordance with ASTM D3665. Cores for mat density shall not be taken closer than one foot (30 cm) from a transverse or longitudinal joint. The bulk specific gravity of each cored sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each subplot sample by the TMD for that subplot.

(5) Joint density. One core centered over the longitudinal joint shall be taken for each subplot that has a longitudinal joint. Core locations will be determined by the RPR in accordance with ASTM D3665. The bulk specific gravity of each core sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each joint density sample by the average TMD for the lot. The TMD used to determine the joint density at joints formed between lots will be the lower of the average TMD values from the adjacent lots.

401-6.2 ACCEPTANCE CRITERIA.

a. General. Acceptance will be based on the implementation of the Contractor Quality Control Program (CQCP) and the following characteristics of the asphalt and completed pavements: air voids, mat density, joint density, grade and Profilograph roughness.

b. Air Voids and Mat density. Acceptance of each lot of plant produced material for mat density and air voids will be based on the percentage of material within specification limits (PWL). If the PWL of the lot equals or exceeds 90%, the lot will be acceptable. Acceptance and payment will be determined in accordance with paragraph 401-8.1.

c. Joint density. Acceptance of each lot of plant produced asphalt for joint density will be based on the PWL. If the PWL of the lot is equal to or exceeds 90%, the lot will be considered acceptable. If the PWL is less than 90%, the Contractor shall evaluate the reason and act accordingly. If the PWL is less than 80%, the Contractor shall cease operations and until the reason for poor compaction has been determined. If the PWL is less than 71%, the pay factor for the lot used to complete the joint will be reduced by five (5) percentage points. This lot pay factor reduction will be incorporated and evaluated in accordance with paragraph 401-8.1.

d. Grade. The final finished surface of the pavement shall be surveyed to verify that the grade elevations and cross-sections shown on the plans do not deviate more than 1/2 inch (12 mm) vertically or 0.1 feet (30 mm) laterally.

Cross-sections of the pavement shall be taken at a minimum 50-foot (15-m) longitudinal spacing, at all longitudinal grade breaks, and at start and end of each lane placed. Minimum cross-section grade points shall include grade at centerline, ± 10 feet of centerline, and edge of pavement.

The survey and documentation shall be stamped and signed by a licensed surveyor. Payment for sublots that do not meet grade for over 25% of the subplot shall not be more than 95%.

e. Profilograph roughness for QA Acceptance. The final profilograph shall be the full length of the project to facilitate testing of roughness between lots. The Contractor, in the presence of the RPR shall perform a profilograph roughness test on the completed project with a profilograph meeting the requirements of ASTM E1274 or a Class I inertial profiler meeting ASTM E950. Data and results shall be provided within 48 hrs of profilograph roughness tests.

The pavement shall have an average profile index less than 15 inches per mile per 1/10 mile. The equipment shall utilize electronic recording and automatic computerized reduction of data to indicate "must grind" bumps and the Profile Index for the pavement using a 0.2-inch (5 mm) blanking band. The bump template must span one inch (25 mm) with an offset of 0.4 inches (10 mm). The profilograph must be calibrated prior to use and operated by a factory or State DOT approved, trained operator. Profilograms shall be recorded on a longitudinal scale of one inch (25 mm) equals 25 feet (7.5 m) and a vertical scale of one inch (25 mm) equals one inch (25 mm). Profilograph shall be performed one foot right and left of project centerline and 15 feet (4.5 m) right and left of project centerline. Any areas that indicate "must grind" shall be corrected with diamond grinding per paragraph 401-4.16 or by removing and replacing full depth of surface course, as directed by the RPR. Where corrections are necessary, a second profilograph run shall be performed to verify that the corrections produced an average profile index of 15 inches per mile per 1/10 mile or less.

401-6.3 PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL). The PWL will be determined in accordance with procedures specified in Item C-110. The specification tolerance limits (L) for lower and (U) for upper are contained in Table 5.

Table 5. Acceptance Limits for Air Voids and Density

Test Property	Pavements Specification Tolerance Limits	
	L	U
Air Voids Total Mix (%)	2.0	5.0
Surface Course Mat Density (%)	92.8	-
Base Course Mat Density (%)	92.0	-
Joint density (%)	90.5	--

a. Outliers. All individual tests for mat density and air voids will be checked for outliers (test criterion) in accordance with ASTM E178, at a significance level of 5%. Outliers will be discarded, and the PWL will be determined using the remaining test values. The criteria in Table 5 is based on production processes which have a variability with the following standard deviations: Surface Course Mat Density (%), 1.30; Base Course Mat Density (%), 1.55; Joint Density (%), 1.55.

The Contractor should note that (1) 90 PWL is achieved when consistently producing a surface course with an average mat density of at least 94.5% with 1.30% or less variability, (2) 90 PWL is achieved when consistently producing a base course with an average mat density of at least

94.0% with 1.55% or less variability, and (3) 90 PWL is achieved when consistently producing joints with an average joint density of at least 92.5% with 1.55% or less variability.

401-6.4 RESAMPLING PAVEMENT FOR MAT DENSITY.

a. General. Resampling of a lot of pavement will only be allowed for mat density, and then, only if the Contractor requests same, in writing, within 48 hours after receiving the written test results from the RPR. A retest will consist of all the sampling and testing procedures contained in paragraphs 401-6.1d and 401-6.2b. Only one resampling per lot will be permitted.

(1) A redefined PWL will be calculated for the resampled lot. The number of tests used to calculate the redefined PWL will include the initial tests made for that lot plus the retests.

(2) The cost for resampling and retesting shall be borne by the Contractor.

b. Payment for resampled lots. The redefined PWL for a resampled lot will be used to calculate the payment for that lot in accordance with Table 6.

c. Outliers. Check for outliers in accordance with ASTM E178, at a significance level of 5%.

401-6.5 LEVELING COURSE. The leveling course is the first variable thickness lift placed to correct surface irregularities prior to placement of subsequent courses. The leveling course shall meet the aggregate gradation in Table 2, paragraph 401-3.3. The leveling course shall meet the requirements of paragraph 401-3.3, 401-6.2b for air voids, but shall not be subject to the density requirements of paragraph 401-6.2b for mat density and 401-6.2c for joint density. The leveling course shall be compacted with the same effort used to achieve density of the control strip. The leveling course shall not exceed the lift thickness associated with each gradation in Table 2, paragraph 401-3.3.

METHOD OF MEASUREMENT

401-7.1 MEASUREMENT. Asphalt shall be measured by the number of tons [kg] of asphalt used in the accepted work. Batch weights or truck scale weights will be used to determine the basis for the tonnage.

BASIS OF PAYMENT

401-8.1 PAYMENT. Payment for a lot of asphalt meeting all acceptance criteria as specified in paragraph 401-6.2 shall be made based on results of tests for mat density and air voids. Payment for acceptable lots shall be adjusted according to paragraph 401-8.1c for mat density and air voids; and paragraph 401-6.2c for joint density, subject to the limitation that:

a. The total project payment for plant mix asphalt pavement shall not exceed 100 percent of the product of the contract unit price and the total number of tons (kg) of asphalt used in the accepted work.

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

The Engineer shall specify a value ranging from 100% to the maximum lot pay factor amount of 106%.

For mixtures that contain RAP, do not include separate payment for asphalt binder.

c. **Basis of adjusted payment.** The pay factor for each individual lot shall be calculated in accordance with Table 6. A pay factor shall be calculated for both mat density and air voids. The lot pay factor shall be the higher of the two values when calculations for both mat density and air voids are 100% or higher. The lot pay factor shall be the product of the two values when only one of the calculations for either mat density or air voids is 100% or higher. The lot pay factor shall be the lower of the two values when calculations for both mat density and air voids are less than 100%. If PWL for joint density is less than 71% then the lot pay factor shall be reduced by 5% but be no higher than 95%.

For each lot accepted, the adjusted contract unit price shall be the product of the lot pay factor for the lot and the contract unit price. Payment shall be subject to the total project payment limitation specified in paragraph 401-8.1a. Payment in excess of 100% for accepted lots of asphalt shall be used to offset payment for accepted lots of asphalt pavement that achieve a lot pay factor less than 100%.

Payment for sublots which do not meet grade in accordance with paragraph 401-6.2d after correction for over 25% of the subplot shall be reduced by 5%.

Table 6. Price adjustment schedule¹

Percentage of material within specification limits (PWL)	Lot pay factor (percent of contract unit price)
96 – 100	106
90 – 95	PWL + 10
75 – 89	0.5 PWL + 55
55 – 74	1.4 PWL – 12
Below 55	Reject ²

¹ Although it is theoretically possible to achieve a pay factor of 106% for each lot, actual payment above 100% shall be subject to the total project payment limitation specified in paragraph 401-8.1a.

² The lot shall be removed and replaced. However, the RPR may decide to allow the rejected lot to remain. In that case, if the RPR and Contractor agree in writing that the lot shall not be removed, it shall be paid for at 50% of the contract unit price and the total project payment shall be reduced by the amount withheld for the rejected lot.

d. Profilograph Roughness. The Contractor will receive full payment when the profilograph average profile index is in accordance with paragraph 401-6.2e. When the final average profile index for the entire length of pavement does not exceed 15 inches per mile per 1/10 mile, payment will be made at the contract unit price for the completed pavement.

401-8.1 PAYMENT.

Payment will be made under:

P-401-1	<i>Asphalt Mix Pavement - Surface Course</i>	-- per Ton (TN)
P-401-2	<i>Asphalt Mix Pavement – Leveling Course</i>	-- per Ton (TN)

REFERENCES

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

ASTM International (ASTM)

ASTM C29	Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75- μ m (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C127	Standard Test Method for Density, Relative Density (Specific Gravity) and Absorption of Coarse Aggregate
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D242	Standard Specification for Mineral Filler for Bituminous Paving Mixtures

ASTM D946	Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction
ASTM D979	Standard Practice for Sampling Asphalt Paving Mixtures
ASTM D1073	Standard Specification for Fine Aggregate for Asphalt Paving Mixtures
ASTM D1188	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples
ASTM D2172	Standard Test Method for Quantitative Extraction of Bitumen from Asphalt Paving Mixtures
ASTM D1461	Standard Test Method for Moisture or Volatile Distillates in Asphalt Paving Mixtures
ASTM D2041	Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D2489	Standard Practice for Estimating Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D2726	Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures
ASTM D2950	Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods
ASTM D3203	Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D3381	Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4552	Standard Practice for Classifying Hot-Mix Recycling Agents
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate

ASTM D4867	Standard Test Method for Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D5361	Standard Practice for Sampling Compacted Asphalt Mixtures for Laboratory Testing
ASTM D5444	Standard Test Method for Mechanical Size Analysis of Extracted Aggregate
ASTM D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate
ASTM D6084	Standard Test Method for Elastic Recovery of Bituminous Materials by Ductilometer
ASTM D6307	Standard Test Method for Asphalt Content of Hot Mix Asphalt by Ignition Method
ASTM D6373	Standard Specification for Performance Graded Asphalt Binder
ASTM D6752	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Automatic Vacuum Sealing Method
ASTM D6925	Standard Test Method for Preparation and Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the SuperPave Gyratory Compactor.
ASTM D6926	Standard Practice for Preparation of Bituminous Specimens Using Marshall Apparatus
ASTM D6927	Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures
ASTM D6995	Standard Test Method for Determining Field VMA based on the Maximum Specific Gravity of the Mix (Gmm)
ASTM E11	Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves
ASTM E178	Standard Practice for Dealing with Outlying Observations
ASTM E1274	Standard Test Method for Measuring Pavement Roughness Using a Profilograph
ASTM E950	Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Inertial Profiling Reference

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ASTM E2133 Standard Test Method for Using a Rolling Inclinometer to Measure
Longitudinal and Transverse Profiles of a Traveled Surface

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M156 Standard Specification for Requirements for Mixing Plants for Hot-
Mixed, Hot-Laid Bituminous Paving Mixtures.

AASHTO T329 Standard Method of Test for Moisture Content of Hot Mix Asphalt
(HMA) by Oven Method

AASHTO T324 Standard Method of Test for Hamburg Wheel-Track Testing of
Compacted Asphalt Mixtures

AASHTO T 340 Standard Method of Test for Determining the Rutting Susceptibility
of Hot Mix Asphalt (APA) Using the Asphalt Pavement Analyzer
(APA)

Asphalt Institute (AI)

Asphalt Institute Handbook MS-26, Asphalt Binder

Asphalt Institute MS-2Mix Design Manual, 7th Edition

AI State Binder Specification Database

Federal Highway Administration (FHWA)

Long Term Pavement Performance Binder Program

Advisory Circulars (AC)

AC 150/5320-6 Airport Pavement Design and Evaluation

FAA Orders

5300.1 Modifications to Agency Airport Design, Construction, and
Equipment Standards

Software

FAARFIELD

END OF ITEM P-401

ITEM P-602 EMULSIFIED ASPHALT PRIME COAT

DESCRIPTION

602-1.1 This item shall consist of an application of emulsified asphalt material on the prepared base course in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

MATERIALS

602-2.1 EMULSIFIED ASPHALT MATERIAL. The emulsified asphalt material shall be as specified in ASTM D3628 for use as a prime coat appropriate to local conditions. The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the emulsified asphalt material. The COA shall be provided to and approved by the Resident Project Representative (RPR) before the emulsified asphalt material is applied. The furnishing of the COA for the emulsified asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

CONSTRUCTION METHODS

602-3.1 WEATHER LIMITATIONS. The emulsified asphalt prime coat shall be applied only when the existing surface is dry; the atmospheric temperature is 50°F (10°C) or above, and the temperature has not been below 35°F (2°C) for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by the RPR.

602-3.2 EQUIPMENT. The equipment shall include a self-powered pressure asphalt material distributor and equipment for heating asphalt material.

Provide a distributor with pneumatic tires of such size and number that the load produced on the base surface does not exceed 65.0 psi (4.5 kg/sq cm) of tire width to prevent rutting, shoving or otherwise damaging the base, surface or other layers in the pavement structure. Design and equip the distributor to spray the asphalt material in a uniform coverage at the specified temperature, at readily determined and controlled rates from 0.05 to 1.0 gallons per square yard (0.23 to 4.5 L/square meter), with a pressure range of 25 to 75 psi (172.4 to 517.1 kPa) and with an allowable variation from the specified rate of not more than $\pm 5\%$, and at variable widths. Include with the distributor equipment a separate power unit for the bitumen pump, full-circulation spray bars, tachometer, pressure gauges, volume-measuring devices, adequate heaters for heating of materials to the proper application temperature, a thermometer for reading the temperature of tank contents, and a hand hose attachment suitable for applying asphalt material manually to areas inaccessible to the distributor. Equip the distributor to circulate and agitate the asphalt material during the heating process. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper.

A power broom and power blower suitable for cleaning the surfaces to which the asphalt coat is to be applied shall be provided.

Asphalt distributors must be calibrated annually in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

602-3.3 APPLICATION OF EMULSIFIED ASPHALT MATERIAL. Immediately before applying the prime coat, the full width of the surface to be primed shall be swept with a power broom to remove all loose dirt and other objectionable material.

The asphalt emulsion material shall be uniformly applied with an asphalt distributor at the rate of 0.15 to 0.30 gallons per square yard (0.68 to 1.36 liters per square meter) depending on the base course surface texture. The type of asphalt material and application rate shall be approved by the RPR prior to application.

Following application of the emulsified asphalt material and prior to application of the succeeding layer of pavement, allow the asphalt coat to cure and to obtain evaporation of any volatiles or moisture. Maintain the coated surface until the succeeding layer of pavement is placed, by protecting the surface against damage and by repairing and recoating deficient areas. Allow the prime coat to cure without being disturbed for a period of at least 48 hours or longer, as may be necessary to attain penetration into the treated course. Furnish and spread sand to effectively blot up and cure excess asphalt material. The Contractor shall remove blotting sand prior to asphalt concrete lay down operations at no additional expense to the Owner. Keep traffic off surfaces freshly treated with asphalt material. Provide sufficient warning signs and barricades so that traffic will not travel over freshly treated surfaces.

602-3.4 TRIAL APPLICATION RATES. The Contractor shall apply a minimum of three lengths of at least 100 feet (30 m) for the full width of the distributor bar to evaluate the amount of emulsified asphalt material that can be satisfactorily applied with the equipment. Apply three different application rates of emulsified asphalt materials within the application range specified in paragraph 602-3.3. Other trial applications can be made using various amounts of material as directed by the RPR. The trial application is to demonstrate the equipment can uniformly apply the emulsified asphalt material within the rates specified and determine the application rate for the project.

602-3.5 FREIGHT AND WAYBILLS. The Contractor shall submit waybills and delivery tickets during the progress of the work. Before the final estimate is allowed, file with the RPR certified waybills and certified delivery tickets for all emulsified asphalt materials used in the construction of the pavement covered by the contract. Do not remove emulsified asphalt material from storage until the initial outage and temperature measurements have been taken. The delivery or storage units will not be released until the final outage has been taken.

METHOD OF MEASUREMENT

602-4.1 The emulsified asphalt material for prime coat shall be measured by the ~~gallon (liter) ton (kg). Volume shall be corrected to the volume at 60°F (16°C) in accordance with ASTM D4311.~~ **square yard (square meter).** The emulsified asphalt material paid for will be the measured quantities used in the accepted work, provided that the measured quantities are not 10% over the specified application rate. Any amount of emulsified asphalt material more than 10% over the specified application rate for each application will be deducted from the measured quantities,

except for irregular areas where hand spraying of the emulsified asphalt material is necessary. Water added to emulsified asphalt will not be measured for payment.

BASIS OF PAYMENT

602-5.1 Payment shall be made at the contract unit price per *square yard (square meter)* for emulsified asphalt prime coat. This price shall be full compensation for furnishing all materials and for all preparation, delivering, and applying the materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

<i>Item P-602-1</i>	<i>Emulsified Asphalt Prime Coat</i>	<i>-- per Square Yard (SY)</i>
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REFERENCES

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

ASTM International (ASTM)

ASTM D2995	Standard Practice for Estimating Application Rate and Residual Application Rate of Bituminous Distributors
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ASTM D3628	Standard Practice for Selection and Use of Emulsified Asphalts
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END OF ITEM P-602

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EMULSIFIED ASPHALT PRIME COAT
ITEM P-602

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ITEM P-603 EMULSIFIED ASPHALT TACK COAT

DESCRIPTION

603-1.1 This item shall consist of preparing and treating an asphalt or concrete surface with asphalt material in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

MATERIALS

603-2.1 ASPHALT MATERIALS. The asphalt material shall be an emulsified asphalt as specified in ASTM D3628 as an asphalt application for tack coat appropriate to local conditions. The emulsified asphalt shall not be diluted. The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the asphalt material to the Resident Project Representative (RPR) before the asphalt material is applied for review and acceptance. The furnishing of COA for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

CONSTRUCTION METHODS

603-3.1 WEATHER LIMITATIONS. The tack coat shall be applied only when the existing surface is dry and the atmospheric temperature is 50°F (10°C) or above; the temperature has not been below 35°F (2°C) for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by the RPR.

603-3.2 EQUIPMENT. The Contractor shall provide equipment for heating and applying the emulsified asphalt material. The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour (13 km per hour) or seven (700) feet per minute (213 m per minute).

The equipment will be tested under pressure for leaks and to ensure proper set-up before use to verify truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application, spray-bar height and pressure and pump speed, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a minimum 12-foot (3.7-m) spreader spray bar with individual nozzle control with computer-controlled application rates. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion, and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper.

The distributor truck shall be equipped to effectively heat and mix the material to the required temperature prior to application as required. Heating and mixing shall be done in accordance with the manufacturer's recommendations. Do not overheat or over mix the material.

The distributor shall be equipped with a hand sprayer.

Asphalt distributors must be calibrated annually in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

A power broom and/or power blower suitable for cleaning the surfaces to which the asphalt tack coat is to be applied shall be provided.

603-3.3 APPLICATION OF EMULSIFIED ASPHALT MATERIAL. The emulsified asphalt shall not be diluted. Immediately before applying the emulsified asphalt tack coat, the full width of surface to be treated shall be swept with a power broom and/or power blower to remove all loose dirt and other objectionable material.

The emulsified asphalt material shall be uniformly applied with an asphalt distributor at the rates appropriate for the conditions and surface specified in the table below. The type of asphalt material and application rate shall be approved by the RPR prior to application.

Emulsified Asphalt

Surface Type	Residual Rate, gal/SY (L/square meter)	Emulsion Application Bar Rate, gal/SY (L/square meter)
New asphalt	0.02-0.05 (0.09-0.23)	0.03-0.07 (0.13-0.32)
Existing asphalt	0.04-0.07 (0.18-0.32)	0.06-0.11 (0.27-0.50)
Milled Surface	0.04-0.08 (0.18-0.36)	.06-0.12 (0.27-0.54)
Concrete	0.03-0.05 (0.13-0.23)	0.05-0.08 (0.23-0.36)

After application of the tack coat, the surface shall be allowed to cure without being disturbed for the period of time necessary to permit drying and setting of the tack coat. This period shall be determined by the RPR. The Contractor shall protect the tack coat and maintain the surface until the next course has been placed. When the tack coat has been disturbed by the Contractor, tack coat shall be reapplied at the Contractor's expense.

603-3.4 FREIGHT AND WAYBILLS. The Contractor shall submit waybills and delivery tickets, during progress of the work. Before the final statement is allowed, file with the RPR certified waybills and certified delivery tickets for all emulsified asphalt materials used in the construction of the pavement covered by the contract. Do not remove emulsified asphalt material from storage until the initial outage and temperature measurements have been taken. The delivery or storage units will not be released until the final outage has been taken.

METHOD OF MEASUREMENT

603-4.1 The emulsified asphalt material for tack coat shall be measured by the ton (kg) *of asphalt mix pavement items as an incidental item of work and a component part of paving...* Volume

shall be corrected to the volume at 60°F (16°C) in accordance with ASTM D1250. The emulsified asphalt material paid for will be the measured quantities used in the accepted work, provided that the measured quantities are not 10% over the specified application rate. Any amount of emulsified asphalt material more than 10% over the specified application rate for each application will be deducted from the measured quantities, except for irregular areas where hand spraying of the emulsified asphalt material is necessary. Water added to emulsified asphalt will not be measured for payment.

BASIS OF PAYMENT

603.5-1 Payment shall be made at the contract unit price per ton (kg) *of asphalt mix pavement items as an incidental item of work and a component part of paving.* ~~of emulsified asphalt material.~~ This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

P-401-1 Asphalt Mix Pavement - Surface Course	- per Ton
P-401-2 Asphalt Mix Pavement – Leveling Course	- per Ton

REFERENCES

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

ASTM International (ASTM)

ASTM D1250	Standard Guide for Use of the Petroleum Measurement Tables
ASTM D2995	Standard Practice for Estimating Application Rate and Residual Application Rate of Bituminous Distributors
ASTM D3628	Standard Practice for Selection and Use of Emulsified Asphalts

END ITEM P-603

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EMULSIFIED ASPHALT TACK COAT
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ITEM P-605 JOINT SEALANTS FOR PAVEMENTS

DESCRIPTION

605-1.1 This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement. *See Item P-101 for additional requirement and preparation of joints and cracks in existing pavement.*

MATERIALS

605-2.1 JOINT SEALANTS. Joint sealant materials for concrete joints and cracks shall meet the requirements of *ASTM D5893* and crack sealant materials for asphalt cracks shall meet the requirements of *ASTM D6690*.

Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

605-2.2 BACKER ROD. The material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the joint sealant in accordance with ASTM D5249. The backer-rod material shall be $25\% \pm 5\%$ larger in diameter than the nominal width of the joint.

605-2.3 BOND BREAKING TAPES. Provide a bond breaking tape or separating material that is a flexible, non-shrinkable, non-absorbing, non-staining, and non-reacting adhesive-backed tape. The material shall have a melting point at least 5°F (3°C) greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D789. The bond breaker tape shall be approximately 1/8 inch (3 mm) wider than the nominal width of the joint and shall not bond to

CONSTRUCTION METHODS

605-3.1 TIME OF APPLICATION. Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be 50°F (10°C) and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

When used with Item P-606, such as light can installation, Item P-605 shall not be applied until the P-606 has fully cured.

605-3.2 EQUIPMENT. Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, 10 days prior to use on the project.

a. Tractor-mounted routing tool. Provide a routing tool, used for removing old sealant from the joints, of such shape and dimensions and so mounted on the tractor that it will not damage the sides of the joints. The tool shall be designed so that it can be adjusted to remove the old material to varying depths as required. The use of V-shaped tools or rotary impact routing devices will not be permitted. Hand-operated spindle routing devices may be used to clean and enlarge random cracks.

b. Concrete saw. Provide a self-propelled power saw, with water-cooled diamond or abrasive saw blades, for cutting joints to the depths and widths specified.

c. Sandblasting equipment. Sandblasting is not allowed.

d. Waterblasting equipment. The Contractor must demonstrate waterblasting equipment including the pumps, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

e. Hand tools. Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.

f. Hot-poured sealing equipment. The unit applicators used for heating and installing ASTM D6690 joint sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the joint to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit shall be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.

g. Cold-applied, single-component sealing equipment. The equipment for installing ASTM D5893 single component joint sealants shall consist of an extrusion pump, air compressor, following plate, hoses, and nozzle for transferring the sealant from the storage container into the joint opening. The dimension of the nozzle shall be such that the tip of the nozzle will extend into the joint to allow sealing from the bottom of the joint to the top. Maintain the initially approved equipment in good working condition, serviced in accordance with the supplier's instructions, and unaltered in any way without obtaining prior approval. Small hand-held air-powered equipment (i.e., caulking guns) may be used for small applications.]

605-3.3 PREPARATION OF JOINTS. Pavement joints for application of material in this specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

a. Sawing. All joints shall be sawed in accordance with specifications and plan details. Immediately after sawing the joint, the resulting slurry shall be completely removed from joint and adjacent area by flushing with a jet of water, and by use of other tools as necessary.

b. Sealing. Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old sealant and other foreign

material from the sides and upper edges of the joint space to be sealed. Cleaning shall be accomplished by tractor-mounted routing equipment, concrete saw, and/or waterblaster as specified in paragraph 605-3.2. The newly exposed concrete joint faces and the pavement surface extending a minimum of 1/2 inch (12 mm) from the joint edge shall be sandblasted clean. Sandblasting shall be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches (75 mm) from it. After final cleaning and immediately prior to sealing, blow out the joints with compressed air and leave them completely free of debris and water. The joint faces shall be surface dry when the seal is applied.

c. Backer Rod. When the joint opening is of a greater depth than indicated for the sealant depth, plug or seal off the lower portion of the joint opening using a backer rod in accordance with paragraph 605-2.2 to prevent the entrance of the sealant below the specified depth. Take care to ensure that the backer rod is placed at the specified depth and is not stretched or twisted during installation.

d. Bond-breaking tape. Where inserts or filler materials contain bitumen, or the depth of the joint opening does not allow for the use of a backup material, insert a bond-separating tape breaker in accordance with paragraph 605-2.3 to prevent incompatibility with the filler materials and three-sided adhesion of the sealant. Securely bond the tape to the bottom of the joint opening so it will not float up into the new sealant.

605-3.4 INSTALLATION OF SEALANTS. Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the RPR before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet (15 m) ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints from the bottom up to 1/4 inch (6 mm) $\pm$ 1/16 inch (2 mm) below the top of pavement surface; or bottom of groove for grooved pavement. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the joint faces in accordance with the manufacturer's instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

605-3.5 INSPECTION. The Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.

605-3.6 CLEAN-UP. Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

METHOD OF MEASUREMENT

605-4.1 Hot poured, elastomeric joint sealing filler shall be measured by the *linear foot (meter) of sealant in place, completed, and accepted, for routing, cleaning, and sealing cracks and joints in asphalt pavements after milling and prior to paving.*

605-4.2 *Cold applied, silicone joint sealing filler and appurtenances for all other items of work such as electrical and other items, shall be considered an incidental item for which it is a component part.*

BASIS OF PAYMENT

605-5.1 Payment for joint sealing material shall be made at the contract unit price per linear foot (meter). The price shall be full compensation for furnishing all materials, for all preparation, delivering, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

P-605-1	<i>Joint Sealing Filler, Rout, Clean, and Seal Asphalt Cracks and Joints</i>	<i>— per Linear Foot (Meter)</i>
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REFERENCES

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

ASTM International (ASTM)

ASTM D789	Standard Test Method for Determination of Relative Viscosity of Polyamide (PA)
ASTM D5249	Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints
ASTM D5893	Standard Specification for Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt]
ASTM D7116	Standard Specification for Joint Sealants, Hot Applied, Jet Fuel Resistant Types for Portland Cement Concrete Pavements

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Advisory Circulars (AC)

AC 150/5340-30 Design and Installation Details for Airport Visual Aids

END OF ITEM P-605

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**ITEM P-606 ADHESIVE COMPOUNDS, TWO-COMPONENT FOR SEALING WIRE AND
LIGHTS IN PAVEMENT**

DESCRIPTION

606-1.1 This specification covers two types of material; a liquid suitable for sealing electrical wire in saw cuts in pavement and for sealing light fixtures or bases in pavement, and a paste suitable for embedding light fixtures in the pavement. Both types of material are two-component filled formulas with the characteristics specified in paragraph 606-2.4. Materials supplied for use with asphalt and/or concrete pavements must be formulated so they are compatible with the asphalt and/or concrete.

MATERIALS

606-2.1 CURING. When pre-warmed to 77°F (25°C), mixed, and placed in accordance with manufacturer's directions, the materials shall cure at temperatures of 45°F (7°C) or above without the application of external heat.

606-2.2 STORAGE. The adhesive components shall not be stored at temperatures over 86°F (30°C), unless otherwise specified by the manufacturer.

606-2.3 CAUTION. Installation and use shall be in accordance with the manufacturer's recommended procedures. Avoid prolonged or repeated contact with skin. In case of contact, wash with soap and flush with water. If taken internally, call doctor. Keep away from heat or flame. Avoid vapor. Use in well-ventilated areas. Keep in cool place. Keep away from children.

606-2.4 CHARACTERISTICS. When mixed and cured in accordance with the manufacturer's directions, the materials shall have the following properties shown in Table 1.

Table 1. Property Requirements

Physical or Electrical Property	Minimum	Maximum	ASTM Method
Tensile			
Portland cement concrete	1,000 psi (70 kg/sq cm)		D 638
Asphalt concrete	500 psi (35 kg/sq cm)		
Elongation			
Portland cement concrete		See note ¹	D 638
Asphalt concrete	50%		D 638
Coef. of cub. exp. cu. cm/cu. cm/°C	0.00090	0.00120	D 1168
Coef. of lin. exp. cm/cm/°C	0.000030	0.000040	D 1168

Physical or Electrical Property	Minimum	Maximum	ASTM Method
Dielectric strength, short time test	350 volts/mil.		D 149
Arc resistance	125 sec		
Pull-off			
Adhesion to steel	1,000 psi (70 kg/sq cm)		
Adhesion to Portland cement concrete	200 psi (14 kg/sq cm)		
Adhesion to asphalt concrete	No test available.		
Adhesion to aluminum	250 psi		

¹ 20% or more (without filler) for formulations to be supplied for areas subject to freezing.

SAMPLING, INSPECTION, AND TEST PROCEDURES

606-3.1 TENSILE PROPERTIES. Tests for tensile strength and elongation shall be conducted in accordance with ASTM D638.

606-3.2 EXPANSION. Tests for coefficients of linear and cubical expansion shall be conducted in accordance with, Method B, except that mercury shall be used instead of glycerine. The test specimen shall be mixed in the proportions specified by the manufacturer, and cured in a glass tub approximately 2 inch (50 mm) long by 3/8 inch (9 mm) in diameter. The interior of the tube shall be precoated with a silicone mold release agent. The hardened sample shall be removed from the tube and aged at room temperature for one (1) week before conducting the test. The test temperature range shall be from 35°F (2°C) to 140°F (60°C).

606-3.3 TEST FOR DIELECTRIC STRENGTH. Test for dielectric strength shall be conducted in accordance with ASTM D149 for sealing compounds to be furnished for sealing electrical wires in pavement.

606-3.4 TEST FOR ARC RESISTANCE. Test for arc resistance shall be conducted for sealing compounds to be furnished for sealing electrical wires in pavement.

606-3.5 TEST FOR ADHESION TO STEEL. The ends of two smooth, clean, steel specimens of convenient size (1 inch by 1 inch by 6 inch) (25 mm by 25 mm by 150 mm) would be satisfactory when bonded together with adhesive mixture and allowed to cure at room temperature for a period of time to meet formulation requirements and then tested to failure on a Riehle (or similar) tensile tester. The thickness of adhesive to be tested shall be 1/4 inch (6 mm).

606-3.6 ADHESION TO PORTLAND CEMENT CONCRETE.

a. Concrete test block preparation. The aggregate grading shall be as shown in Table 2.

The coarse aggregate shall consist of crushed rock having a minimum of 75% of the particles with at least one fractured face and having a water absorption of not more than 1.5%. The fine aggregate shall consist of crushed sand manufactured from the same parent rock as the coarse

aggregate. The concrete shall have a water-cement ratio of 5.5 gallons (21 liters) of water per bag of cement, a cement factor of 6, ± 0.5 , bags of cement per cubic yard (0.76 cubic meter) of concrete, and a slump of 2-1/2 inch (60 mm), $\pm 1/2$ inch (60 mm ± 12 mm). The ratio of fine aggregate to total aggregate shall be approximately 40% by solid volume. The air content shall be 5.0%, $\pm 0.5\%$, and it shall be obtained by the addition to the batch of an air-entraining admixture such as Vinsol® resin. The mold shall be of metal and shall be provided with a metal base plate.

Means shall be provided for securing the base plate to the mold. The assembled mold and base plate shall be watertight and shall be oiled with mineral oil before use. The inside measurement of the mold shall be such that several one inch (25 mm) by 2-inch (75 mm) by 3-inch (25 mm by 50 mm by 75 mm) test blocks can be cut from the specimen with a concrete saw having a diamond blade. The concrete shall be prepared and cured in accordance with ASTM C192.

Table 2. Aggregate for Bond Test Blocks

Type	Sieve Size	Percent Passing
Coarse Aggregate	3/4 inch (19.0 mm)	97 to 100
	1/2 inch (12.5 mm)	63 to 69
	3/8 inch (9.5 mm)	30 to 36
	No. 4 (4.75 mm)	0 to 3
Fine Aggregate	No. 4 (4.75 mm)	100
	No. 8 (2.36 mm)	82 to 88
	No. 16 (1.18 mm)	60 to 70
	No. 30 (600 μ m)	40 to 50
	No. 50 (300 μ m)	16 to 26
	No. 100 (150 μ m)	5 to 9

b. Bond test. Prior to use, oven-dry the test blocks to constant weight at a temperature of 220°F to 230°F (104°C to 110°C), cool to room temperature, 73.4°F $\pm 3^\circ$ F (23°C $\pm 1.6^\circ$ C), in a desiccator, and clean the surface of the blocks of film or powder by vigorous brushing with a stiff-bristled fiber brush. Two test blocks shall be bonded together on the one inch by 3 inch (25 mm by 75 mm) sawed face with the adhesive mixture and allowed to cure at room temperature for a period of time to meet formulation requirements and then tested to failure in a Riehle (or similar) tensile tester. The thickness of the adhesive to be tested shall be 1/4 inch (6 mm).

606-3.7 COMPATIBILITY WITH ASPHALT MIX. Test for compatibility with asphalt in accordance with ASTM D5329.

606-3.8 ADHESIVE COMPOUNDS - CONTRACTOR'S RESPONSIBILITY. The Contractor shall furnish the vendor's certified test reports for each batch of material delivered to the project. The report shall certify that the material meets specification requirements and is suitable for use with concrete *and/or* asphalt concrete pavements. The report shall be provided to and accepted by the Resident Project Representative (RPR) before use of the material. In addition, the Contractor shall obtain a statement from the supplier or manufacturer that guarantees the material for one year. The supplier or manufacturer shall furnish evidence that the material has performed satisfactorily on other projects.

606-3.9 APPLICATION. Adhesive shall be applied on a dry, clean surface, free of grease, dust, and other loose particles. The method of mixing and application shall be in strict accordance with the manufacturer's recommendations. When used with Item P-605, such as light can installation, Item P-605 shall not be applied until the Item P-606 has fully cured.

METHOD OF MEASUREMENT

606-4.1 The adhesive compound shall *not be measured separately, but included as an incidental work item for which it is a component part of other items* ~~be measured by the gallon (l) of adhesive as specified, in place, complete and accepted.~~ When required in the installation of an in-runway lighting system or portion thereof, no measurement will be made for direct payment of adhesive, as the cost of furnishing and installing shall be considered as a subsidiary obligation in the completion of the installation.

BASIS OF PAYMENT

606-5.1 Payment shall not be made separately, *but included as an incidental work item for which it is a component part of other items*, ~~where applicable, at the contract unit price per gallon (l) for the adhesive.~~ This price shall be full compensation for furnishing all materials, and for all preparation, delivering, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

REFERENCES

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

ASTM International (ASTM)

ASTM C192	Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory
ASTM D149	Standard Test Method for Dielectric Breakdown Voltage and Dielectric Strength of Solid Electrical Insulating Materials at Commercial Power Frequencies
ASTM D638	Standard Test Method for Tensile Properties of Plastics
ASTM D5329	Standard Test Methods for Sealants and Fillers, Hot-applied, for Joints and Cracks in Asphaltic and Portland Cement Concrete Pavements

END OF ITEM P-606

ITEM P-610 CONCRETE FOR MISCELLANEOUS STRUCTURES

DESCRIPTION

610-1.1 This item shall consist of concrete and reinforcement, as shown on the plans, prepared and constructed in accordance with these specifications. This specification shall be used for all concrete other than airfield pavement which are cast-in-place.

MATERIALS

610-2.1 GENERAL. Only approved materials, conforming to the requirements of these specifications, shall be used in the work. Materials may be subject to inspection and tests at any time during their preparation or use. The source of all materials shall be approved by the Resident Project Representative (RPR) before delivery or use in the work. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be stored and handled to ensure preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed in them.

The use of pit-run aggregates shall not be permitted unless the pit-run aggregate has been screened and washed, and all fine and coarse aggregates stored separately and kept clean. The mixing of different aggregates from different sources in one storage stockpile or alternating batches of different aggregates shall not be permitted.

a. Reactivity. Fine aggregate and coarse aggregates to be used in all concrete shall have been tested separately within six months of the project in accordance with ASTM C1260. Test results shall be submitted to the RPR. The aggregate shall be considered innocuous if the expansion of test specimens, tested in accordance with ASTM C1260, does not exceed 0.08% at 14 days (16 days from casting). If the expansion either or both test specimen is greater than 0.08% at 14 days, but less than 0.20%, a minimum of 25% of Type F fly ash, or between 40% and 55% of slag cement shall be used in the concrete mix.

If the expansion is greater than 0.20% the aggregates shall not be used, and test results for other aggregates must be submitted for evaluation; or aggregates that meet P-501 reactivity test requirements may be utilized.

610-2.2 COARSE AGGREGATE. The coarse aggregate for concrete shall meet the requirements of ASTM C33 and the requirements of Table 4, Class Designation 5S; and the grading requirements shown below, as required for the project.

Coarse Aggregate Grading Requirements

Maximum Aggregate Size	ASTM C33, Table 3 Grading Requirements (Size No.)
1 1/2 inch (37.5 mm)	467 or 4 and 67
1 inch (25 mm)	57
3/4 inch (19 mm)	67
1/2 inch (12.5 mm)	7

610-2.2.1 Coarse Aggregate susceptibility to durability (D) cracking. Not used.

610-2.3 FINE AGGREGATE. The fine aggregate for concrete shall meet all fine aggregate requirements of ASTM C33.

610-2.4 CEMENT. Cement shall conform to the requirements of.

ASTM C150 - Type I, IA, II, IIA, III, IIIA; V

ASTM C595 - Type IP, IP-A, IS, IS-A, IL.

ASTM C1157 – Types GU, HS, MH.

The chemical requirements for all cement types specified should meet suitable criteria for deleterious activity. Low alkali cements (less than 0.6% equivalent alkalies).

Total Alkalies (Na₂O and K₂O) of the cement secured for the production of concrete shall be independently verified in accordance with ASTM C114 or ASTM C1365.

610-2.5 CEMENTITIOUS MATERIALS.

a. Fly ash. Fly ash shall meet the requirements of ASTM C618, with the exception of loss of ignition, where the maximum shall be less than 6%. Fly ash shall have a Calcium Oxide (CaO) content of less than 15% and a total available alkali content less than 3% per ASTM C311. Fly ash produced in furnace operations using liming materials or soda ash (sodium carbonate) as an additive shall not be acceptable. The Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in the concrete mix, and shall furnish each additional report as they become available during the project. The reports can be used for acceptance or the material may be tested independently by the RPR.

b. Slag cement (ground granulated blast furnace (GGBF)). Slag cement shall conform to ASTM C989, Grade 100 or Grade 120. Slag cement shall be used only at a rate between 25% and 55% of the total cementitious material by mass.

610-2.6 WATER. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

610-2.7 ADMIXTURES. The Contractor shall submit certificates indicating that the material to be furnished meets all of the requirements indicated below. In addition, the RPR may require the Contractor to submit complete test data from an approved laboratory showing that the material to be furnished meets all of the requirements of the cited specifications. Subsequent tests may be made of samples taken by the RPR from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

a. Air-entraining admixtures. Air-entraining admixtures shall meet the requirements of ASTM C260 and shall consistently entrain the air content in the specified ranges under field conditions. The air-entrainment agent and any water reducer admixture shall be compatible.

b. Water-reducing admixtures. Water-reducing admixture shall meet the requirements of ASTM C494, Type A, B, or D. ASTM C494, Type F and G high range water reducing admixtures and ASTM C1017 flowable admixtures shall not be used.

c. Other chemical admixtures. The use of set retarding, and set-accelerating admixtures shall be approved by the RPR. Retarding shall meet the requirements of ASTM C494, Type A, B, or D and set-accelerating shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

610-2.8 PREMOLDED JOINT MATERIAL. Premolded joint material for expansion joints shall meet the requirements of *ASTM D1751*.

610-2.9 JOINT FILLER. The filler for joints shall meet the requirements of Item P-605, unless otherwise specified.

610-2.10 STEEL REINFORCEMENT. Reinforcing shall consist of reinforcing steel conforming to the requirements of *ASTM A615*, *ASTM A706*, *ASTM A775*, or *ASTM A934* or welded steel wire or deformed steel fabric conforming to *ASTM A1064* or *ASTM A884*, or bar mats conforming to *ASTM A184* or *ASTM A704*.

610-2.11 MATERIALS FOR CURING CONCRETE. Curing materials shall conform to *ASTM C309* and consist of *White-pigmented Liquid Membrane-Forming Compound, Type 2, Class B*.

CONSTRUCTION METHODS

610-3.1 GENERAL. The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work as shown on the drawings and specified here. All machinery and equipment used by the Contractor on the work, shall be of sufficient size to meet the requirements of the work. All work shall be subject to the inspection and approval of the RPR.

610-3.2 CONCRETE MIXTURE. The concrete shall develop a compressive strength of **4000 psi** in 28 days as determined by test cylinders made in accordance with ASTM C31 and tested in accordance with ASTM C39. The concrete shall contain not less than 470 pounds of cementitious material per cubic yard (280 kg per cubic meter). The water cementitious ratio shall not exceed

0.45 by weight. The air content of the concrete shall be 5% +/- 1.2% as determined by ASTM C231 and shall have a slump of not more than 4 inches (100 mm) as determined by ASTM C143.

610-3.3 MIXING. Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. The concrete shall be mixed and delivered in accordance with the requirements of ASTM C94 or ASTM C685.

The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40°F (4°C) without the RPRs approval. If approval is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F (10°C) nor more than 100°F (38°C). The Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his expense.

Retempering of concrete by adding water or any other material is not permitted.

The rate of delivery of concrete to the job shall be sufficient to allow uninterrupted placement of the concrete.

610-3.4 FORMS. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the RPR. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as shown on the plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes. The Contractor shall be responsible for their adequacy.

The internal form ties shall be arranged so no metal will show in the concrete surface or discolor the surface when exposed to weathering when the forms are removed. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied immediately before the concrete is placed. Forms shall be constructed so they can be removed without injuring the concrete or concrete surface.

610-3.5 PLACING REINFORCEMENT. All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concrete placement. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by the Contractor when required.

610-3.6 EMBEDDED ITEMS. Before placing concrete, all embedded items shall be firmly and securely fastened in place as indicated. All embedded items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The concrete shall be spaded and consolidated around and against embedded items. The embedding of wood shall not be allowed.

610-3.7 CONCRETE CONSISTENCY. The Contractor shall monitor the consistency of the concrete delivered to the project site; collect each batch ticket; check temperature; and perform slump tests on each truck at the project site in accordance with ASTM C143.

610-3.8 PLACING CONCRETE. All concrete shall be placed during daylight hours, unless otherwise approved. The concrete shall not be placed until the depth and condition of foundations, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved by the RPR. Concrete shall be placed as soon as practical after mixing, but in no case later than

one (1) hour after water has been added to the mix. The method and manner of placing shall avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. The concrete shall not be dropped from a height of more than 5 feet (1.5 m). Concrete shall be deposited as nearly as practical in its final position to avoid segregation due to rehandling or flowing. Do not subject concrete to procedures which cause segregation. Concrete shall be placed on clean, damp surfaces, free from running water, or on a properly consolidated soil foundation.

610-3.9 VIBRATION. Vibration shall follow the guidelines in American Concrete Institute (ACI) Committee 309R, Guide for Consolidation of Concrete.

610-3.10 JOINTS. Joints shall be constructed as indicated on the plans.

610-3.11 FINISHING. All exposed concrete surfaces shall be true, smooth, and free from open or rough areas, depressions, or projections. All concrete horizontal plane surfaces shall be brought flush to the proper elevation with the finished top surface struck-off with a straightedge and floated.

610-3.12 CURING AND PROTECTION. All concrete shall be properly cured in accordance with the recommendations in American Concrete Institute (ACI) 308R, Guide to External Curing of Concrete. The concrete shall be protected from damage until project acceptance.

610-3.13 COLD WEATHER PLACING. When concrete is placed at temperatures below 40°F (4°C), follow the cold weather concreting recommendations found in ACI 306R, Cold Weather Concreting.

610-3.14 HOT WEATHER PLACING. When concrete is placed in hot weather greater than 85°F (30 °C), follow the hot weather concreting recommendations found in ACI 305R, Hot Weather Concreting.

QUALITY ASSURANCE (QA)

610-4.1 QUALITY ASSURANCE SAMPLING AND TESTING. Concrete for each day's placement will be accepted on the basis of the compressive strength specified in paragraph 610-3.2. The RPR will sample the concrete in accordance with ASTM C172; test the slump in accordance with ASTM C143; test air content in accordance with ASTM C231; make and cure compressive strength specimens in accordance with ASTM C31; and test in accordance with ASTM C39. The QA testing agency will meet the requirements of ASTM C1077.

The Contractor shall provide adequate facilities for the initial curing of cylinders.

610-4.2 DEFECTIVE WORK. Any defective work that cannot be satisfactorily repaired as determined by the RPR, shall be removed and replaced at the Contractor's expense. Defective work includes, but is not limited to, uneven dimensions, honeycombing and other voids on the surface or edges of the concrete.

METHOD OF MEASUREMENT

610-5.1 Concrete shall be considered incidental to other pay items for which it was a component part and no separate measurement shall be made.

BASIS OF PAYMENT

610-6.1 Concrete shall be considered incidental to other pay items for which it was a component part and no separate measurement shall be made

REFERENCES

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

ASTM International (ASTM)

ASTM A184	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A704	Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement
ASTM A706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A884	Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement
ASTM A934	Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94	Standard Specification for Ready-Mixed Concrete

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ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C114	Standard Test Methods for Chemical Analysis of Hydraulic Cement
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C171	Standard Specification for Sheet Materials for Curing Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C311	Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C685	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
ASTM C989	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C1017	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1157	Standard Performance Specification for Hydraulic Cement

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CONCRETE FOR
MISCELLANEOUS STRUCTURES
ITEM P-610

ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C1365	Standard Test Method for Determination of the Proportion of Phases in Portland Cement and Portland-Cement Clinker Using X-Ray Powder Diffraction Analysis
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D1751	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Asphalt Types)
ASTM D1752	Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction

American Concrete Institute (ACI)

ACI 305R	Hot Weather Concreting
ACI 306R	Cold Weather Concreting
ACI 308R	Guide to External Curing of Concrete
ACI 309R	Guide for Consolidation of Concrete

END OF ITEM P-610

ITEM P-620 RUNWAY AND TAXIWAY MARKING

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

MATERIALS

620-2.1 MATERIALS ACCEPTANCE. The Contractor shall furnish manufacturer's certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 MARKING MATERIALS.

Table 1. Marking Materials

Paint ¹				Glass Beads ²	
Type	Color	Fed Std. 595 Number	Application Rate Maximum	Type	Application Rate Minimum
Waterborne Type I or II	White	37925	115 ft ² /gal (2.8 m ² /l)	Type III	10 lb/gal (1.2 kg/l)
Waterborne Type I or II	Yellow	33538 or 33655	115 ft ² /gal (2.8 m ² /l)	Type III	10 lb/gal (1.2 kg/l)
Waterborne Type I or II	Red	31136	115 ft ² /gal (2.8 m ² /l)	Type I, Gradation A	7 lb/gal (0.85 kg/l)
Waterborne Type I or II	Black	37038	115 ft ² /gal (2.8 m ² /l)	N/A	N/A

¹ See paragraph 620-2.2a

² See paragraph 620-2.2b

a. **Paint.** Paint shall be ***Waterborne Type I, or II*** in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

Prior to application of permanent markings, a 30-day pavement cure period is required for all types of paint used for pavement marking on new pavement. The final application should occur after the waiting period has passed. The final marking application must be at a rate equal to 100% of the full application rate with glass beads.

Markings may be required before paving operations are complete. Temporary markings at 50% of the specified application rates shall be applied as necessary for the opening of the pavement to aircraft prior to the 30-day cure period. Temporary markings shall not use reflective media.

All permanent markings shall receive a 6-inch black border on all sides. Black borders shall not use reflective media.

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type I or Type II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

b. **Reflective media.** Glass beads for white and yellow paint shall meet the requirements for Federal Specification ***TT-B-1325D, Type III***.

Glass beads for red and pink paint shall meet the requirements for Type I, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

CONSTRUCTION METHODS

620-3.1 WEATHER LIMITATIONS. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 EQUIPMENT. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 PREPARATION OF SURFACES. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminants that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufacturers application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 LAYOUT OF MARKINGS. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 APPLICATION. A period of **30 calendar** days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 APPLICATION--PREFORMED THERMOPLASTIC AIRPORT PAVEMENT MARKINGS.

Preformed thermoplastic pavement markings not used.

620-3.7 CONTROL STRIP. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 RETRO-REFLECTANCE. Not Used

620-3.9 PROTECTION AND CLEANUP. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1a The quantity of surface preparation shall *not be measured directly for payment but shall be considered incidental to the work in which it is a component part (painting)*.

620-4.1b The quantity of markings shall be paid for shall be measured by the number of square feet (square meters) of painting.

620-4.1c The quantity of reflective media *not be measured directly for payment but shall be considered incidental to the work in which it is a component part (painting)*.

620-4.1d The quantity of temporary markings to be paid for shall be the number of square feet (square meters) of painting performed in accordance with the specifications and accepted by the RPR. Temporary marking includes surface preparation, application, and complete removal of the temporary marking (*where removal is indicated in the contract documents*).

BASIS OF PAYMENT

620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

620-5.1a Payment for surface preparation shall *not be measured directly for payment but shall be considered incidental to the work in which it is a component part (painting)*.

620-5.2b Payment for markings shall be made at the contract price for the number of square feet (square meters) of painting.

620-5.3c Payment for reflective media shall *not be measured directly for payment but shall be considered incidental to the work in which it is a component part (painting)*.

620-5.4d Payment for temporary markings shall be made at the contract price for the number of square feet (square meters). This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-620-1	Runway and Taxiway Painting, Temporary, No Beads, White/Yellow	-- per Square Foot (SF)
Item P-620-2	Runway and Taxiway Painting, Permanent, No Beads, Black	-- per Square Foot (SF)
Item P-620-3	Runway and Taxiway Painting, Permanent, With Glass Beads, White/Yellow/Red	-- per Square Foot (SF)
Item P-620-4	Remove Existing Markings	-- per Square Foot (SF)

REFERENCES

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

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40	CFR	Part 60, Appendix A-7, Method 24	Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
29 CFR Part 1910.1200	Hazard Communication		

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D	Beads (Glass Spheres) Retro-Reflective
FED SPEC TT-P-1952F	Paint, Traffic and Airfield Marking, Waterborne

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**RUNWAY AND TAXIWAY MARKING
ITEM P-620**

FED STD 595 Colors used in Government Procurement

Commercial Item Description

A-A-2886B Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1 Standards for Airport Markings

**AC 150/5320-12 Measurement, Construction, and Maintenance of Skid Resistant
Airport Pavement Surfaces**

END OF ITEM P-620

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ITEM F-162 CHAIN-LINK FENCE

DESCRIPTION

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

MATERIALS

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

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

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

- Galvanized tubular steel pipe shall conform to the requirements of Group IA, (Schedule 40) coatings conforming to Type A, or Group IC (High Strength Pipe), External coating Type B, and internal coating Type B or D.
- Roll Formed Steel Shapes (C-Sections) shall conform to the requirements of Group IIA, and be galvanized in accordance with the requirements of ASTM F1043, Type A.
- Hot-Rolled Shapes (H Beams) shall meet the requirements of Group III, and be galvanized in accordance with the requirements of ASTM F1043, Type A.
- Aluminum Pipe shall conform to the requirements of Group IB.
- Aluminum Shapes shall conform to the requirements of Group IIB.
- Vinyl or polyester coated steel shall conform to the requirements of ASTM F1043, Paragraph 7.3, Optional Supplemental Color Coating.
- Composite posts shall conform to the strength requirements of ASTM F1043 or ASTM F1083. The strength loss of composite posts shall not exceed 10% when subjected to 3,600 hours of exposure to light and water in accordance with ASTM G152, ASTM G153, ASTM G154, and ASTM G155.
- Posts, rails, and braces furnished for use in conjunction with aluminum alloy fabric shall be aluminum alloy or composite.

Posts, rails, and braces, with the exception of galvanized steel conforming to ASTM F1043 or ASTM F1083, Group 1A, Type A, or aluminum alloy, shall demonstrate the ability to withstand testing in salt spray in accordance with ASTM B117 as follows:

- External: 1,000 hours with a maximum of 5% red rust.
- Internal: 650 hours with a maximum of 5% red rust.

The dimensions of the posts, rails, and braces shall be in accordance with Tables I through VI of Federal Specification RR-F-191/3.

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

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

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

162-2.6 MISCELLANEOUS FITTINGS AND HARDWARE. Miscellaneous steel fittings and hardware for use with zinc-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A153. Barbed wire support arms shall withstand a load of 250 pounds (113 kg) applied vertically to the outermost end of the arm.

162-2.7 CONCRETE. Concrete shall have a minimum 28-day compressive strength of **4000 psi** (2670 kPa), and **conform to Specification P-610**.

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

CONSTRUCTION METHODS

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

The Contractor shall arrange the work so that construction of the new fence will immediately follow the removal of existing fences. The length of unfenced section at any time shall not exceed 300 feet (90 m). The work shall progress in this manner and at the close of the working day the newly constructed fence shall be tied to the existing fence.

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

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

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

Posts shall be spaced not more than 10 feet (3 m) apart and should be set a minimum of 36 inches (90 cm) in concrete footings. If the frost depth is greater than 36 inches (90 cm), the posts should be set accordingly. The posts holes shall be in proper alignment so that there is a minimum of 3 inches (75 mm) of concrete on all sides of the posts.

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

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

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

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

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

162-3.6 INSTALLING FABRIC. The wire fabric shall be firmly attached to the posts and braced as shown on the plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence

fabric no less than one inch (25 mm) or more than 4 inches (100 mm) from the ground surface. Grading shall be performed where necessary to provide a neat appearance.

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

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

162-3.8 CLEANING UP. The Contractor shall remove from the vicinity of the completed work all tools, buildings, equipment, etc., used during construction. All disturbed areas shall be seeded per T-901.

METHOD OF MEASUREMENT

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

162-4.2 Gates will be measured as complete units.

BASIS OF PAYMENT

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

162-5.2 Payment for vehicle ~~or pedestrian~~ *gates for site access*, will be made at the contract unit price ~~for each gate~~

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

Payment will be made under:

F-162-1 *Demolish Existing Fence*

- Linear Foot (LF)

F-162-2 *7' Chain Link Fence, w/ 1' Barbed Wire*

- Linear Foot (LF)

REFERENCES

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

ASTM International (ASTM)

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

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ASTM G155 Standard Practice for Operating Xenon Arc Light Apparatus for
 Exposure of Nonmetallic Materials

Federal Specifications (FED SPEC)

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

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

FAA Standard

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

FAA Orders

5300.38 AIP Handbook

END OF ITEM F-162

ITEM D-701 PIPE FOR STORM DRAINS AND CULVERTS

DESCRIPTION

701-1.1 This item shall consist of the construction of pipe culverts and storm drains in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans.

MATERIALS

701-2.1 Materials shall meet the requirements shown on the plans and specified below. Underground piping and components used in drainage systems for terminal and aircraft fueling ramp drainage shall be noncombustible and inert to fuel in accordance with National Fire Protection Association (NFPA) 415.

All pipe shall be Class V in accordance with ASTM C76.

701-2.2 PIPE. The pipe shall be of the type called for on the plans or in the proposal and shall be in accordance with the following appropriate requirements:

	American Association of State Highway and Transportation Officials (AASHTO) M167 Standard Specification for Corrugated Steel Structural Plate, Zinc-Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M190	Standard Specification for Bituminous-Coated Corrugated Metal Culvert Pipe and Pipe Arches
AASHTO M196	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
AASHTO M219	Standard Specification for Corrugated Aluminum Alloy Structural Plate for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M243	Standard Specification for Field-Applied Coating of Corrugated Metal Structural Plate for Pipe, Pipe-Arches, and Arches
AASHTO M252	Standard Specification for Corrugated Polyethylene Drainage Pipe
AASHTO M294	Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-mm (12- to 60-in.) Diameter
AASHTO M304	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter
AASHTO MP20	Standard Specification for Steel Reinforced Polyethylene (PE) Ribbed Pipe, 300- to 900-mm (12- to 36-in.) Diameter

AASHTO R73	Standard Practice for Evaluation of Precast Concrete Drainage Productions
ASTM A760	Standard Specification for Corrugated Steel Pipe, Metallic-Coated for Sewers and Drains
ASTM A761	Standard Specification for Corrugated Structural Steel Plate, Zinc-Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
ASTM A762	Standard Specification for Corrugated Steel Pipe, Polymer Precoated for Sewers and Drains
ASTM A849	Standard Specification for Post Applied Coatings, Pavings, and Linings for Corrugated Steel Sewer and Drainage Pipe
ASTM B745	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
ASTM C14	Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe
ASTM C76	Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C506	Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
ASTM C507	Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe
ASTM C655	Standard Specification for Reinforced Concrete D-Load Culvert, Storm Drain, and Sewer Pipe
ASTM C1433	Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers
ASTM C1479	Standard Practice for Installation of Precast Concrete Sewer, Storm Drain, and Culvert Pipe Using Standard Installations
ASTM C1577	Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers Designed According to AASHTO LRFD
ASTM C1786	Standard Specification for Segmental Precast Reinforced Concrete Box Sections for Culverts, Storm Drains, and Sewers Designed According to AASHTO LRFD
ASTM C1840	Standard Practice for Inspection and Acceptance of Installed Reinforced Concrete Culvert, Storm Drain, and Storm Sewer Pipe

ASTM D3262	Standard Specification for "Fiberglass" (Glass-Fiber-Reinforced Thermosetting-Resin) Sewer Pipe
ASTM D4161	Standard Specification for "Fiberglass" (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe Joints Using Flexible Elastomeric Seals
ASTM F667	Standard Specification for 3 through 24 in Corrugated Polyethylene Pipe and Fittings
ASTM F714	Standard Specification for Polyethylene (PE) Plastic Pipe (DR-PR) Based on Outside Diameter
ASTM F794	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter
ASTM F894	Standard Specification for Polyethylene (PE) Large Diameter Profile Wall Sewer and Drain Pipe
ASTM F949	Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings
ASTM F2435	Standard Specification for Steel Reinforced Polyethylene (PE) Corrugated Pipe
ASTM F2562	Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage
ASTM F2736	Standard Specification for 6 to 30 in. (152 to 762 mm) Polypropylene (PP) Corrugated Single Wall Pipe and Double Wall Pipe
ASTM F2764	Standard Specification for 30 to 60 in. (750 to 1500 mm) Polypropylene (PP) Triple Wall Pipe and Fittings for Non-Pressure Sanitary Sewer Applications
ASTM F2881	Standard Specification for 12 to 60 in. (300 to 1500 mm) Polypropylene (PP) Dual Wall Pipe and Fittings for Non-Pressure Storm Sewer Applications
ASTM D3034	Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings

701-2.3 CONCRETE FOR CONCRETE CRADLES. Not used.

701-2.4 RUBBER GASKETS. Rubber gaskets for rigid pipe shall conform to the requirements of ASTM C443. Rubber gaskets for PVC pipe, polyethylene, and polypropylene pipe shall conform to the requirements of ASTM F477. Rubber gaskets for zinc-coated steel pipe and precoated galvanized pipe shall conform to the requirements of ASTM D1056, for the "RE" closed cell

grades. Rubber gaskets for steel reinforced thermoplastic ribbed pipe shall conform to the requirements of ASTM F477.

701-2.5 JOINT MORTAR. Not used.

701-2.6 JOINT FILLERS. Not used.

701-2.7 PLASTIC GASKETS. Not used.

701-2.8. CONTROLLED LOW-STRENGTH MATERIAL (CLSM). Controlled low-strength material shall conform to the requirements of Item P-153. When CLSM is used, all joints shall have gaskets.

701-2.9 PRECAST BOX CULVERTS. Manufactured in accordance with and conforming to ASTM C1433.

701-2.10 Precast concrete pipe. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or American Concrete Pipe Association QCast Plant Certification program.

CONSTRUCTION METHODS

701-3.1 EXCAVATION. The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe, but it shall not be less than the external diameter of the pipe plus 12 inches (300 mm) on each side. The trench walls shall be approximately vertical.

The Contractor shall comply with all current federal, state and local rules and regulations governing the safety of men and materials during the excavation, installation and backfilling operations. Specifically, the Contractor shall observe that all requirements of the Occupational Safety and Health Administration (OSHA) relating to excavations, trenching and shoring are strictly adhered to. The width of the trench shall be sufficient to permit satisfactorily jointing of the pipe and thorough compaction of the bedding material under the pipe and backfill material around the pipe, but it shall not be greater than the widths shown on the plans trench detail.

Where rock, hardpan, or other unyielding material is encountered, the Contractor shall remove it from below the foundation grade for a depth of at least 8 inch (200 mm) or 1/2 inch (12 mm) for each foot of fill over the top of the pipe (whichever is greater) but for no more than three-quarters of the nominal diameter of the pipe. The excavation below grade should be filled with granular material to form a uniform foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, the unstable soil shall be removed and replaced with approved granular material for the full trench width. The RPR shall determine the depth of removal necessary. The granular material shall be compacted to provide adequate support for the pipe.

The excavation for pipes placed in embankment fill shall not be made until the embankment has been completed to a height above the top of the pipe as shown on the plans.

701-3.2 BEDDING. The bedding surface for the pipe shall provide a foundation of uniform density to support the pipe throughout its entire length.

a. Rigid pipe. The pipe bedding shall be constructed uniformly for the full length of the pipe barrel, as required on the plans. The maximum aggregate size shall be 1 in when the bedding thickness is less than 6 inches, and 1-1/2 in when the bedding thickness is greater than 6 inches. Bedding shall be loosely placed uncompacted material under the middle third of the pipe prior to placement of the pipe.

b. Flexible pipe. For flexible pipe, the bed shall be roughly shaped to fit the pipe, and a bedding blanket of sand or fine granular material shall be provided as follows:

Flexible Pipe Bedding

Pipe Corrugation Depth		Minimum Bedding Depth	
inch	mm	inch	mm
1/2	12	1	25
1	25	2	50
2	50	3	75
2-1/2	60	3-1/2	90

c. Other pipe materials. For PVC, polyethylene, polypropylene, or fiberglass pipe, the bedding material shall consist of coarse sands and gravels with a maximum particle size of 3/4 inches (19 mm). For pipes installed under paved areas, no more than 12% of the material shall pass the No. 200 (0.075 mm) sieve. For all other areas, no more than 50% of the material shall pass the No. 200 (0.075 mm) sieve. The bedding shall have a thickness of at least 6 inches (150 mm) below the bottom of the pipe and extend up around the pipe for a depth of not less than 50% of the pipe's vertical outside diameter.

701-3.3 LAYING PIPE. The pipe laying shall begin at the lowest point of the trench and proceed upgrade. The lower segment of the pipe shall be in contact with the bedding throughout its full length. Bell or groove ends of rigid pipes and outside circumferential laps of flexible pipes shall be placed facing upgrade.

Paved or partially lined pipe shall be placed so that the longitudinal center line of the paved segment coincides with the flow line.

Elliptical and elliptically reinforced concrete pipes shall be placed with the manufacturer's reference lines designating the top of the pipe within five degrees of a vertical plane through the longitudinal axis of the pipe.

701-3.4 JOINING PIPE. Joints shall be made with (1) cement mortar, (2) cement grout, (3) rubber gaskets, (4) plastic gaskets, (5) coupling bands.

Mortar joints shall be made with an excess of mortar to form a continuous bead around the outside of the pipe and shall be finished smooth on the inside. Molds or runners shall be used for grouted joints to retain the poured grout. Rubber ring gaskets shall be installed to form a flexible watertight seal.

a. Concrete pipe. Concrete pipe may be either bell and spigot or tongue and groove. Pipe sections at joints shall be fully seated and the inner surfaces flush and even. Concrete pipe joints shall be sealed with rubber gaskets meeting ASTM C443 when leak resistant joints are required.

b. Metal pipe. Metal pipe shall be firmly joined by form-fitting bands conforming to the requirements of ASTM A760 for steel pipe and AASHTO M196 for aluminum pipe.

c. PVC, Polyethylene, or Polypropylene pipe. Joints for PVC, Polyethylene, or Polypropylene pipe shall conform to the requirements of ASTM D3212 when leak resistant joints are required. Joints for PVC and Polyethylene pipe shall conform to the requirements of AASHTO M304 when soil tight joints are required. Fittings for polyethylene pipe shall conform to the requirements of AASHTO M252 or ASTM M294. Fittings for polypropylene pipe shall conform to ASTM F2881, ASTM F2736, or ASTM F2764.

d. Fiberglass pipe. Joints and fittings shall be as detailed on the plans and in accordance with the manufacturers recommendations.

701-3.5 EMBEDMENT AND OVERFILL. Pipes shall be inspected before any fill material is placed; any pipes found to be out of alignment, unduly settled, or damaged shall be removed and re-laid or replaced at the Contractor's expense.

701-3.5-1 Embedment Material Requirements

a. Concrete Pipe. Embedment material and compaction requirements shall be in accordance with the applicable Type of Standard Installation (Types 1, 2, 3, or 4) per ASTM C1479. If a concrete cradle or CLSM embedment material is used, it shall conform to the plan details.

b. Plastic and fiberglass Pipe. Embedment material shall meet the requirements of ASTM D3282, A-1, A-2-4, A-2-5, or A-3. Embedment material shall be free of organic material, stones larger than 1.5 inches in the greatest dimension, or frozen lumps. Embedment material shall extend to 12 inches above the top of the pipe.

c. Metal Pipe. Embedment material shall be granular as specified in the contract document and specifications, and shall be free of organic material, rock fragments larger than 1.5 inches in the greatest dimension and frozen lumps. As a minimum, backfill materials shall meet the requirements of ASTM D3282, A-1, A-2, or A-3. Embedment material shall extend to 12 inches above the top of the pipe.

701-3.5-2 Placement of Embedment Material

The embedment material shall be compacted in layers not exceeding 6 inches (150 mm) on each side of the pipe and shall be brought up one foot (30 cm) above the top of the pipe or to natural ground level, whichever is greater. Thoroughly compact the embedment material under the haunches of the pipe without displacing the pipe. Material shall be brought up evenly on each side of the pipe for the full length of the pipe.

When the top of the pipe is above the top of the trench, the embedment material shall be compacted in layers not exceeding 6 inches (150 mm) and shall be brought up evenly on each side of the pipe to one foot (30 cm) above the top of the pipe. All embedment material shall be compacted to a density required under Item P-152.

Concrete cradles and flowable fills, such as controlled low strength material (CLSM) or controlled density fill (CDF), may be used for embedment provided adequate flotation resistance can be achieved by restraints, weighing, or placement technique.

It shall be the Contractor's responsibility to protect installed pipes and culverts from damage due to construction equipment operations. The Contractor shall be responsible for installation of any extra strutting or backfill required to protect pipes from the construction equipment.

701-3.6 OVERFILL

Pipes shall be inspected before any overfill is in place. Any pipes found to be out of alignment, unduly settled, or damaged shall be removed and relaid or replaced at the Contractor's expense. Evaluation of any damage to RCP shall be evaluated based on AASHTO R73.

Overfill material shall be placed and compacted in layers as required to achieve compaction to at least 95 percent standard proctor per ASTM D1557. The soil shall contain no debris, organic matter, frozen material, or stones with a diameter greater than one half the thickness of the compacted layers being placed.

701-3.7 INSPECTION REQUIREMENTS

An initial post installation inspection shall be performed by the RPR no sooner than 30 days after completion of installation and final backfill. Clean or flush all lines prior to inspection.

Use a camera with lighting suitable to allow a clear picture of the entire periphery of the pipe interior. Center the camera in the pipe both vertically and horizontally and be able to pan and tilt to a 90 degree angle with the axis of the pipe rotating 360 degrees. Use equipment to move the camera through the pipe that will not obstruct the camera's view or interfere with proper documentation of the pipe's condition. The video image shall be clear, focused, and relatively free from roll, static, or other image distortion qualities that would prevent the reviewer from evaluating the condition of the pipe.

For pipe sizes larger than 48 inches, a walk-through visual inspection shall be performed.

Reinforced concrete pipe shall be inspected, evaluated, and reported on in accordance with ASTM C1840, "Standard Practice for Inspection and Acceptance of Installed Reinforced Concrete Culvert, Storm Drain, and Storm Sewer Pipe." Any issues reported shall include still photo and video documentation. The zoom ratio shall be provided for all still or video images that document any issues of concern by the inspection firm.

Flexible pipes shall be inspected for rips, tears, joint separations, soil migration, cracks, localized buckling, settlement, alignment, and deflection. Determine whether the allowable deflection has been exceeded by use of a laser profiler for internal pipe diameters of 48 inches or less, or direct measurement for internal pipe diameters greater than 48 inches. Laser profile equipment shall utilize low barrel distortion video equipment. Deflection of installed pipe shall not exceed the limits provided in the table below, as a percentage of the average inside diameter of the pipe.

Maximum Allowable Pipe Deflection

Type of Pipe	Maximum Allowable Deflection (%)
Corrugated Metal Pipe	5
Concrete Lined CMP	3
Thermoplastic Pipe	5
Fiberglass	5

If deflection readings in excess of the allowable deflection are obtained, remove the pipe with excessive deflection and replace with new pipe. Isolated areas may exceed allowable by 2.5% with concurrence of RPR. Repair or replace any pipe with cracks exhibiting displacement across the crack, bulges, creases, tears, spalls, or delaminations. The report for flexible pipe shall include as a minimum, the deflection results and final post installation inspection report. The inspection report shall include: a copy of all video taken, pipe location identification, equipment used for inspection, inspector name, deviation from design line and grade, and inspector's notes.

METHOD OF MEASUREMENT

701-4.1 The length of pipe shall be measured in linear feet (m) of pipe in place, completed, and accepted. It shall be measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. The several classes, types and size shall be measured separately ***as identified in the pay item***. All fittings shall be included in the footage as typical pipe sections in the pipe being measured.

701-4.2. Not used.

701-4.3 Not used.

701-4.4 Not used.

BASIS OF PAYMENT

701-5.0 These prices shall fully compensate the Contractor for furnishing all materials and for all preparation, excavation, and installation of these materials; and for all labor, equipment, tools, and incidentals necessary to complete the item.

701-5.1 Payment will be made at the contract unit price per linear foot (meter) for each class and size of pipe *shown on the Bid Form*.

701-5.2 Not used.

Payment will be made under:

<i>Item D-701-1</i>	<i>15" RCP, Class V</i>	<i>-- per Linear Foot (LF)</i>
<i>Item D-701-2</i>	<i>14"x23" ECRP, Class V</i>	<i>-- per Linear Foot (LF)</i>
<i>Item D-701-3</i>	<i>24"x38" ERCP, Class V</i>	<i>-- per Linear Foot (LF)</i>

REFERENCES

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

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M167	Standard Specification for Corrugated Steel Structural Plate, Zinc-Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M190	Standard Specification for Bituminous-Coated Corrugated Metal Culvert Pipe and Pipe Arches
AASHTO M196	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
AASHTO M219	Standard Specification for Corrugated Aluminum Alloy Structural Plate for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M243	Standard Specification for Field Applied Coating of Corrugated Metal Structural Plate for Pipe, Pipe-Arches, and Arches
AASHTO M252	Standard Specification for Corrugated Polyethylene Drainage Pipe
AASHTO M294	Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-mm (12- to 60-in.) Diameter
AASHTO M304	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter
AASHTO MP20	Standard Specification for Steel Reinforced Polyethylene (PE) Ribbed Pipe, 300- to 900-mm (12- to 36-in.) Diameter

ASTM International (ASTM)

ASTM A760	Standard Specification for Corrugated Steel Pipe, Metallic Coated for Sewers and Drains
ASTM A761	Standard Specification for Corrugated Steel Structural Plate, Zinc Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
ASTM A762	Standard Specification for Corrugated Steel Pipe, Polymer Precoated for Sewers and Drains
ASTM A849	Standard Specification for Post-Applied Coatings, Pavings, and Linings for Corrugated Steel Sewer and Drainage Pipe
ASTM B745	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
ASTM C14	Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe
ASTM C76	Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C94	Standard Specification for Ready Mixed Concrete
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C443	Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets
ASTM C506	Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
ASTM C507	Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain and Sewer Pipe
ASTM C655	Standard Specification for Reinforced Concrete D-Load Culvert, Storm Drain and Sewer Pipe
ASTM C990	Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants
ASTM C1433	Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers
ASTM D1056	Standard Specification for Flexible Cellular Materials Sponge or Expanded Rubber

ASTM D3034	Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D3212	Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM D3262	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Sewer Pipe
ASTM D3282	Standard Practice for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes
ASTM D4161	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Pipe Joints Using Flexible Elastomeric Seals
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
ASTM F477	Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F667	Standard Specification for 3 through 24 in. Corrugated Polyethylene Pipe and Fittings
ASTM F714	Standard Specification for Polyethylene (PE) Plastic Pipe (DR PR) Based on Outside Diameter
ASTM F794	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe & Fittings Based on Controlled Inside Diameter
ASTM F894	Standard Specification for Polyethylene (PE) Large Diameter Profile Wall Sewer and Drain Pipe
ASTM F949	Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings
ASTM F2435	Standard Specification for Steel Reinforced Polyethylene (PE) Corrugated Pipe
ASTM F2562	Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage
ASTM F2736	Standard Specification for 6 to 30 in. (152 to 762 mm) Polypropylene (PP) Corrugated Single Wall Pipe and Double Wall Pipe
ASTM F2764	Standard Specification for 30 to 60 in. (750 to 1500 mm) Polypropylene (PP) Triple Wall Pipe and Fittings for Non-Pressure Sanitary Sewer Applications

**KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL**

**PIPE FOR STORM DRAINS AND CULVERTS
ITEM D-701**

ASTM F2881	Standard Specification for 12 to 60 in. (300 to 1500 mm) Polypropylene (PP) Dual Wall Pipe and Fittings for Non-Pressure Storm Sewer Applications
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National Fire Protection Association (NFPA)

NFPA 415	Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways
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END OF ITEM D-701

ITEM D-751 MANHOLES, CATCH BASINS, INLETS AND INSPECTION HOLES

DESCRIPTION

751-1.1 This item shall consist of construction of manholes, catch basins, inlets, and inspection holes, in accordance with these specifications, at the specified locations and conforming to the lines, grades, and dimensions shown on the plans or required by the RPR.

MATERIALS

751-2.1 BRICK. The brick shall conform to the requirements of ASTM C32, Grade MS.

751-2.2 MORTAR. Mortar shall consist of one part Portland cement and two parts sand. The cement shall conform to the requirements of ASTM C150, Type I. The sand shall conform to the requirements of ASTM C144.

751-2.3 CONCRETE. Plain and reinforced concrete used in structures, connections of pipes with structures, and the support of structures or frames shall conform to the requirements of Item P-610.

751-2.4 PRECAST CONCRETE PIPE MANHOLE RINGS. Precast concrete pipe manhole rings shall conform to the requirements of ASTM C478. Unless otherwise specified, the risers and offset cone sections shall have an inside diameter of not less than 36 inches (90 cm) nor more than 48 inches (120 cm). There shall be a gasket between individual sections and sections cemented together with mortar on the inside of the manhole. Gaskets shall conform to the requirements of ASTM C443.

751-2.5 CORRUGATED METAL. Corrugated metal shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M36.

751-2.6 FRAMES, COVERS, AND GRATES. The castings shall conform to one of the following requirements:

- a. ASTM A48, Class 35B: Gray iron castings
- b. ASTM A47: Malleable iron castings
- c. ASTM A27: Steel castings
- d. ASTM A283, Grade D: Structural steel for grates and frames
- e. ASTM A536, Grade 65-45-12: Ductile iron castings
- f. ASTM A897: Austempered ductile iron castings

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings, aircraft gear configuration and/or direct loading, specified.

Each frame and cover or grate unit shall be provided with fastening members to prevent it from being dislodged by traffic but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A123.

751-2.7 STEPS. The steps or ladder bars shall be gray or malleable cast iron or galvanized steel. The steps shall be the size, length, and shape shown on the plans and those steps that are not galvanized shall be given a coat of asphalt paint, when directed.

751-2.8 PRECAST INLET STRUCTURES. Manufactured in accordance with and conforming to ASTM C913.

CONSTRUCTION METHODS

751-3.1 UNCLASSIFIED EXCAVATION.

a. The Contractor shall excavate for structures and footings to the lines and grades or elevations, shown on the plans, or as staked by the RPR. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown. The elevations of the bottoms of footings, as shown on the plans, shall be considered as approximately only; and the RPR may direct, in writing, changes in dimensions or elevations of footings necessary for a satisfactory foundation.

b. Boulders, logs, or any other objectionable material encountered in excavation shall be removed. All rock or other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped, or serrated, as directed by the RPR. All seams or crevices shall be cleaned out and grouted. All loose and disintegrated rock and thin strata shall be removed. Where concrete will rest on a surface other than rock, the bottom of the excavation shall not be disturbed and excavation to final grade shall not be made until immediately before the concrete or reinforcing is placed.

c. The Contractor shall do all bracing, sheathing, or shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheathing, or shoring shall be included in the unit price bid for the structure.

d. All bracing, sheathing, or shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall not disturb or damage finished masonry. The cost of removal shall be included in the unit price bid for the structure.

e. After excavation is completed for each structure, the Contractor shall notify the RPR. No concrete or reinforcing steel shall be placed until the RPR has approved the depth of the excavation and the character of the foundation material.

751-3.2 BRICK STRUCTURES.

a. **Foundations.** A prepared foundation shall be placed for all brick structures after the foundation excavation is completed and accepted. Unless otherwise specified, the base shall consist of reinforced concrete mixed, prepared, and placed in accordance with the requirements of Item P-610.

b. Laying brick. All brick shall be clean and thoroughly wet before laying so that they will not absorb any appreciable amount of additional water at the time they are laid. All brick shall be laid in freshly made mortar. Mortar not used within 45 minutes after water has been added shall be discarded. Retempering of mortar shall not be permitted. An ample layer of mortar shall be spread on the beds and a shallow furrow shall be made in it that can be readily closed by the laying of the brick. All bed and head joints shall be filled solid with mortar. End joints of stretchers and side or cross joints of headers shall be fully buttered with mortar and a shoved joint made to squeeze out mortar at the top of the joint. Any bricks that may be loosened after the mortar has taken its set, shall be removed, cleaned, and re-laid with fresh mortar. No broken or chipped brick shall be used in the face, and no spalls or bats shall be used except where necessary to shape around irregular openings or edges; in which case, full bricks shall be placed at ends or corners where possible, and the bats shall be used in the interior of the course. In making closures, no piece of brick shorter than the width of a whole brick shall be used; and wherever practicable, whole brick shall be used and laid as headers.

c. Joints. All joints shall be filled with mortar at every course. Exterior faces shall be laid up in advance of backing. Exterior faces shall be plastered or parged with a coat of mortar not less than 3/8 inch (9 mm) thick before the backing is laid up. Prior to parging, all joints on the back of face courses shall be cut flush. Unless otherwise noted, joints shall be not less than 1/4 inch (6 mm) nor more than 1/2 inch (12 mm) wide and the selected joint width shall be maintained uniform throughout the work.

d. Pointing. Face joints shall be neatly struck, using the weather-struck joint. All joints shall be finished properly as the laying of the brick progresses. When nails or line pins are used, the holes shall be immediately plugged with mortar and pointed when the nail or pin is removed.

e. Cleaning. Upon completion of the work all exterior surfaces shall be thoroughly cleaned by scrubbing and washing with water. If necessary to produce satisfactory results, cleaning shall be done with a 5% solution of muriatic acid which shall then be rinsed off with liberal quantities of water.

f. Curing and cold weather protection. The brick masonry shall be protected and kept moist for at least 48 hours after laying the brick. Brick masonry work or pointing shall not be done when there is frost on the brick or when the air temperature is below 50°F (10°C) unless the Contractor has, on the project ready to use, suitable covering and artificial heating devices necessary to keep the atmosphere surrounding the masonry at a temperature of not less than 60°F (16°C) for the duration of the curing period.

751-3.3 CONCRETE STRUCTURES. Concrete structures which are to be cast-in-place within the project boundaries shall be built on prepared foundations, conforming to the dimensions and shape indicated on the plans. The construction shall conform to the requirements specified in Item P-610. Any reinforcement required shall be placed as indicated on the plans and shall be approved by the RPR before the concrete is placed.

All invert channels shall be constructed and shaped accurately to be smooth, uniform, and cause minimum resistance to flowing water. The interior bottom shall be sloped to the outlet.

751-3.4 PRECAST CONCRETE STRUCTURES. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another RPR approved third party certification program.

Precast concrete structures shall conform to ASTM C478. Precast concrete structures shall be constructed on prepared or previously placed slab foundations conforming to the dimensions and locations shown on the plans. All precast concrete sections necessary to build a completed structure shall be furnished. The different sections shall fit together readily. Joints between precast concrete risers and tops shall be full-bedded in cement mortar and shall: (1) be smoothed to a uniform surface on both interior and exterior of the structure or (2) utilize a rubber gasket per ASTM C443. The top of the upper precast concrete section shall be suitably formed and dimensioned to receive the metal frame and cover or grate, or other cap, as required. Provision shall be made for any connections for lateral pipe, including drops and leads that may be installed in the structure. The flow lines shall be smooth, uniform, and cause minimum resistance to flow. The metal or metal encapsulated steps that are embedded or built into the side walls shall be aligned and placed in accordance to ASTM C478. When a metal ladder replaces the steps, it shall be securely fastened into position.

751-3.5 CORRUGATED METAL STRUCTURES. Corrugated metal structures shall be prefabricated. All standard or special fittings shall be furnished to provide pipe connections or branches with the correct dimensions and of sufficient length to accommodate connecting bands. The fittings shall be welded in place to the metal structures. The top of the metal structure shall be designed so that either a concrete slab or metal collar may be attached to allow the fastening of a standard metal frame and grate or cover. Steps or ladders shall be furnished as shown on the plans. Corrugated metal structures shall be constructed on prepared foundations, conforming to the dimensions and locations as shown on the plans. When indicated, the structures shall be placed on a reinforced concrete base.

751-3.6 INLET AND OUTLET PIPES. Inlet and outlet pipes shall extend through the walls of the structures a sufficient distance beyond the outside surface to allow for connections. They shall be cut off flush with the wall on the inside surface of the structure, unless otherwise directed. For concrete or brick structures, mortar shall be placed around these pipes to form a tight, neat connection.

751-3.7 PLACEMENT AND TREATMENT OF CASTINGS, FRAMES, AND FITTINGS. All castings, frames, and fittings shall be placed in the positions indicated on the plans or as directed by the RPR, and shall be set true to line and elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

When frames or fittings are placed on previously constructed masonry, the bearing surface of the masonry shall be brought true to line and grade and shall present an even bearing surface so the entire face or back of the unit will come in contact with the masonry. The unit shall be set in mortar beds and anchored to the masonry as indicated on the plans or as directed by the RPR. All units shall set firm and secure.

After the frames or fittings have been set in final position, the concrete or mortar shall be allowed to harden for seven (7) days before the grates or covers are placed and fastened down.

751-3.8 INSTALLATION OF STEPS. The steps shall be installed as indicated on the plans or as directed by the RPR. When the steps are to be set in concrete, they shall be placed and secured in position before the concrete is placed. When the steps are installed in brick masonry, they shall be placed as the masonry is being built. The steps shall not be disturbed or used until the concrete

or mortar has hardened for at least seven (7) days. After seven (7) days, the steps shall be cleaned and painted, unless they have been galvanized.

When steps are required with precast concrete structures they shall meet the requirements of ASTM C478. The steps shall be cast into the side of the sections at the time the sections are manufactured or set in place after the structure is erected by drilling holes in the concrete and cementing the steps in place.

When steps are required with corrugated metal structures, they shall be welded into aligned position at a vertical spacing of 12 inches (300 mm).

Instead of steps, prefabricated ladders may be installed. For brick or concrete structures, the ladder shall be held in place by grouting the supports in drilled holes. For metal structures, the ladder shall be secured by welding the top support to the structure and grouting the bottom support into drilled holes in the foundation or as directed by the RPR.

751-3.9 BACKFILLING.

a. After a structure has been completed, the area around it shall be backfilled with approved material, in horizontal layers not to exceed 8 inches (200 mm) in loose depth, and compacted to the density required in Item P-152. Each layer shall be deposited evenly around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the RPR.

b. Backfill shall not be placed against any structure until approved by the RPR. For concrete structures, approval shall not be given until the concrete has been in place seven (7) days, or until tests establish that the concrete has attained sufficient strength to withstand any pressure created by the backfill and placing methods.

c. Backfill shall not be measured for direct payment. Performance of this work shall be considered an obligation of the Contractor covered under the contract unit price for the structure involved.

When structures are located within the runway safety area, POFA, RPZ, etc., the elevation of the structures shall be set to meet the grading requirements of these areas.

Structures shall not exceed 3 inches (75 mm) above the elevation the surrounding areas.

751-3.10 CLEANING AND RESTORATION OF SITE. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Surplus dirt may be deposited in embankments, shoulders, or as approved by the RPR. The Contractor shall restore all disturbed areas to their original condition. The Contractor shall remove all tools and equipment, leaving the entire site free, clear, and in good condition.

METHOD OF MEASUREMENT

751-4.1 Manholes, catch basins, inlets, and inspection holes shall be measured by the unit *per each*.

BASIS OF PAYMENT

751-5.1 The accepted quantities of manholes, catch basins, inlets, and inspection holes will be paid for at the contract unit price per each in place when completed. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials; furnishing and installation of such specials and connections to pipes and other structures as may be required to complete the item as shown on the plans; and for all labor equipment, tools and incidentals necessary to complete the structure.

Payment will be made under:

<i>Item D-751-1</i>	<i>FDOT Manhole, Type J Bottom, A/C Load Rated Cover –</i>	<i>per</i>
<i>Each (EA)</i>		
<i>Item D-751-2</i>	<i>FDOT Type E Inlet, A/C Load Rated Grate</i>	<i>– per Each (EA)</i>

REFERENCES

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

ASTM International (ASTM)

ASTM A27	Standard Specification for Steel Castings, Carbon, for General Application
ASTM A47	Standard Specification for Ferritic Malleable Iron Castings
ASTM A48	Standard Specification for Gray Iron Castings
ASTM A123	Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A283	Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
ASTM A536	Standard Specification for Ductile Iron Castings
ASTM A897	Standard Specification for Austempered Ductile Iron Castings
ASTM C32	Standard Specification for Sewer and Manhole Brick (Made from Clay or Shale)
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C443	Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.

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ASTM C478 Standard Specification for Precast Reinforced Concrete Manhole
Sections

ASTM C913 Standard Specification for Precast Concrete Water and Wastewater
Structures.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M36 Standard Specification for Corrugated Steel Pipe, Metallic-Coated,
for Sewers and Drains

END OF ITEM D-751

KISSIMMEE GATEWAY AIRPORT
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MANHOLES, CATCH BASINS, INLETS
AND INSPECTION HOLES
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ITEM D-752 CONCRETE CULVERTS, HEADWALLS, AND MISCELLANEOUS DRAINAGE STRUCTURES

DESCRIPTION

752-1.1 This item shall consist of reinforced concrete culverts, headwalls, and miscellaneous drainage structures constructed in accordance with these specifications, at the specified locations and conforming to the lines, grades, and dimensions shown on the plans or required by the RPR.

MATERIALS

752-2.1 CONCRETE. Reinforced concrete shall meet the requirements of Item P-610.

CONSTRUCTION METHODS

752-3.1 UNCLASSIFIED EXCAVATION.

a. Trenches and foundation pits for structures or structure footings shall be excavated to the lines and grades and elevations shown on the plans. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown. The elevations of the bottoms of footings, as shown on the plans, shall be considered as approximate only; and the RPR may approve, in writing, changes in dimensions or elevations of footings necessary to secure a satisfactory foundation.

b. Boulders, logs, or any other objectionable material encountered in excavation shall be removed. All rock or other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped, or serrated, as directed by the RPR. All seams or crevices shall be cleaned out and grouted. All loose and disintegrated rock and thin strata shall be removed. When concrete will rest on a surface other than rock, the bottom of the excavation shall not be disturbed and excavation to final grade shall not be made until immediately before the concrete or reinforcing steel is placed.

c. The Contractor shall do all bracing, sheathing, or shoring necessary to perform and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheathing, or shoring shall be included in the unit price bid for excavation.

d. All bracing, sheathing, or shoring shall be removed by the Contractor after the completion of the structure. Removal shall not disturb or damage the finished concrete. The cost of removal shall be included in the unit price bid for excavation.

e. After each excavation is completed, the Contractor shall notify the RPR. No concrete or reinforcing steel shall be placed until the RPR has approved the depth of the excavation and the character of the foundation material.

752-3.2 BACKFILLING.

a. After a structure has been completed, backfilling with approved material shall be accomplished by applying the fill in horizontal layers not to exceed 8 inches (200 mm) in loose depth, and compacted. The field density of the compacted material shall be at least 90% of the maximum density for cohesive soils and 95% of the maximum density for noncohesive soils. The maximum density shall be determined in accordance with ASTM D698. The field density shall be determined in accordance with ASTM D1556.

b. No backfilling shall be placed against any structure until approved by the RPR. For concrete, approval shall not be given until the concrete has been in place seven (7) days, or until tests establish that the concrete has attained sufficient strength to withstand any pressure created by the backfill or the placement methods.

c. Fill placed around concrete culverts shall be deposited on each side at the same time and to approximately the same elevation. All slopes bounding or within the areas to be backfilled shall be stepped or serrated to prevent wedge action against the structure.

d. Backfill will not be measured for direct payment. Performance of this work shall be considered as a subsidiary obligation of the Contractor, covered under the contract unit price for "unclassified excavation for structures."

752-3.3 WEEP HOLES. Weep holes shall be constructed as shown on the plans.

752-3.4 CLEANING AND RESTORATION OF SITE. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Surplus dirt may be deposited in embankment, shoulders, or as approved by the RPR. The Contractor shall restore all disturbed areas to their original condition. The Contractor shall remove all tools and equipment, leaving the entire site free, clear, and in good condition.

METHOD OF MEASUREMENT

~~**752-4.1** The quantity of unclassified excavation for structures shall be the number of cubic yards (cubic meters), measured in original position, of material excavated in accordance with the plans, or as approved by the RPR; but in no case shall any yardage be included in the measurement for payment which is outside of a volume bounded by vertical planes 18 inches (0.5 m) outside of and parallel to the neat lines of the footings.~~

~~**752-4.2** Concrete shall be measured by the number of cubic yards (cubic meters) of concrete, complete in place and accepted. In computing the yardage of concrete for payment, the dimensions used shall be those shown on the plans or approved by the RPR. No measurements or other allowances shall be made for forms, false work, cofferdams, pumping, bracing, expansion joints, or finishing of the concrete. No deductions in yardage shall be made for the volumes of reinforcing steel or embedded items.~~

~~**752-4.3** The quantity of reinforcing steel shall be the calculated theoretical number of pounds (kg) placed as shown on the plans, complete in place and accepted. The unit weight used for deformed bars shall be the weight of plain square or round bars, as the case may be, of equal nominal size.~~

752-4.1 *The quantity of concrete structures will be measured by the unit in place, complete and accepted, per each.*

BASIS OF PAYMENT

~~752-5.1~~ Payment will be made at the contract unit price per cubic yard (cubic meter) for unclassified excavation for structures.

~~752-5.2~~ Payment will be made at the contract unit price per cubic yard (cubic meter) for concrete for the structures.

~~752-5.3~~ Payment will be made at the contract unit price per pound (kg) for reinforcing steel.

752-5.4 *Payment will be made at the contract unit price each mitered end section (MES) constructed and installed in place at the size shown in the pay item on the bid form.*

These prices shall be full compensation for furnishing all materials and for all preparation, excavation, and placing the materials, and for all labor, equipment, tools, and incidentals necessary to complete the structure, **including any removal, disposal, authorized re-use of existing pipes, headwalls, mitered end sections, connections, or other structures.**

752-5.5 *Payment for connection to existing pipe or inlet shall include verification of the existing structure to connect to prior to excavation. The pay item shall include excavation, coring, bricking, concrete, grout or any other miscellaneous materials or workmanship necessary to completely connect to the drainage structure to the details shown and to the satisfaction of the engineer.*

Payment will be made under:

Item D-752-1	15" MES	- per Each (EA)
Item D-752-1	14"x23" MES	- per Each (EA)

REFERENCES

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

ASTM International (ASTM)

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lb/ft³ (600 kN-m/m³))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method

END OF ITEM D-752

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
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CONCRETE CULVERTS, HEADWALLS, AND
MISCELLANEOUS DRAINAGE STRUCTURES
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ITEM D-754 CONCRETE GUTTERS, DITCHES, AND FLUMES

DESCRIPTION

754-1.1 This item shall consist of Portland cement concrete gutters, ditches, and flumes constructed in accordance with these specifications at the specified locations in accordance with the dimensions, lines, and grades as shown on the plans.

MATERIALS

754-2.1 CONCRETE. Plain and reinforced concrete shall meet the requirements of Item P-610.

754-2.2 JOINTS. Joint filler materials and premolded joint material shall conform to Item P-605.

CONSTRUCTION METHODS

754-3.1 PREPARING SUBGRADE. Excavation shall be made to the required width and depth, and the subgrade upon which the item is to be built shall be compacted to a firm uniform grade. All soft and unsuitable material shall be removed and replaced with suitable approved material. When required, a layer of approved granular material, compacted to the thickness indicated on the plans, shall be placed to form a subbase. The underlying course shall be checked and accepted by the RPR before placing and spreading operations are started.

754-3.2 PLACING. The forms and the mixing, placing, finishing, and curing of concrete shall conform to the requirements of Item P-610 and the following requirements.

The concrete shall be tamped until it is consolidated and mortar covers the top surface. The surface of the concrete shall be floated smooth and the edges rounded to the radii shown on the plans. Before the concrete is given the final finishing, the surface shall be tested with a 12-foot (3.7-m) straightedge, and any irregularities of more than 1/4 inch (6 mm) in 12-foot (3.7-m) shall be eliminated.

The concrete shall be placed with dummy-grooved joints not to exceed 25 feet (7.5 m) apart and no section shall be less than 4 feet (1.2 m) long.

Expansion joints of the type called for in the plans shall be constructed to replace dummy groove joints at a spacing of approximately 100 feet (30 m). When the gutter is placed next to concrete pavement, expansion joints in the gutter shall be located opposite expansion joints in the pavement. When a gutter abuts a pavement or other structure, an expansion joint shall be placed between the gutter and the other structure.

Forms shall not be removed within 24 hours after the concrete has been placed. Minor defects shall be repaired with mortar containing one (1) part cement and two (2) parts fine aggregate.

Depositing, compacting, and finishing the item shall be conducted to build a satisfactory structure. If any section of concrete is found to be porous, or is otherwise defective, it shall be removed and replaced by the Contractor without additional compensation.

754-3.3 BACKFILLING. After the concrete has set sufficiently, the spaces adjacent to the structure shall be refilled to the required elevation with material specified on the plans and compacted by mechanical equipment to at least 90% of the maximum density as determined by ASTM D698. The in-place density shall be determined in accordance with ASTM D1556.

754-3.4 CLEANING AND RESTORATION OF SITE. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Surplus dirt may be deposited in embankments, shoulders, or as ordered by the RPR. The Contractor shall restore all disturbed areas to their original condition. The Contractor shall remove all tools and equipment, leaving the entire site free, clear and in good condition.

Performance of the work described in this section shall be considered as a subsidiary obligation of the Contractor, covered under the contract unit price for the structure.

METHOD OF MEASUREMENT

754-4.1 Concrete shall be measured by the cubic yard (cubic meter) in accordance with the dimensions shown on the plans or ordered by the RPR. No deductions shall be made for the volume occupied by reinforcing steel, anchors, conduits, weep holes, or piling.

754-4.2 Reinforcing steel shall be measured by the pound (kg), based on the theoretical number of pounds (kg) complete in place as shown on the plans or placed as ordered by the RPR.

BASIS OF PAYMENT

754-5.1 The accepted quantities of structural concrete will be paid for at the contract unit price per cubic yard (cubic meter) complete in place.

754-5.2 The accepted quantities of reinforcing steel will be paid for at the contract price per pound (kg) complete in place. No allowance shall be made for clips, wire, or other material used for fastening reinforcement in place.

Payment will be made under:

<i>Item D-754-1</i>	<i>FDOT PCC Ditch Paving</i>	<i>– per Square Yard (SY)</i>
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REFERENCES

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

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ASTM International (ASTM)

ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics
of Soil Using Standard Effort (12,400 ft-lb/ft³ (600 kN-m/m³))

ASTM D1556 Standard Test Method for Density and Unit Weight of Soil in Place
by the Sand-Cone Method

END OF ITEM D-754

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

CONCRETE GUTTERS DITCHES AND FLUMES
ITEM D-754

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ITEM T-901 SEEDING

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding, watering, and fertilizing\feeding the areas shown on the plans or as directed by the RPR in accordance with these specifications.

MATERIALS

901-2.1 Seed. The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the RPR duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Seeds shall be applied as follows:

The grass mixture to be furnished and minimum properties of seed of each species in each lot of seed shall be as follows:

<i>Seed Type</i>	<i>Minimum Seed Purity %</i>	<i>Minimum Germination %</i>	<i>Rate of Application lb./Acre</i>
<i>Argentine Bahia</i>	<i>95</i>	<i>90</i>	<i>60</i>
<i>Bermuda (hulled)</i>	<i>95</i>	<i>85</i>	<i>30</i>
<i>Bermuda (unhulled)</i>	<i>95</i>	<i>85</i>	<i>30</i>
<i>Annual Rye*</i> <i>(Nov – Mar)</i>	<i>95</i>	<i>90</i>	<i>40</i>
<i>Total Application Rate (lb./acre)</i>			<i>160</i>

**** The Contractor is to use Annual Type Rye in the specified amount (30 lbs./acre) based upon the time of the year the seeding operation occurs.***

Seeding **of rye grasses** shall be performed during the period between **November** and **March** inclusive, unless otherwise approved by the

901-2.2 Lime. Lime shall be ground limestone containing not less than 85% of total carbonates, and shall be ground to such fineness that 90% will pass through a No. 20 (850 µm) mesh sieve and 50% will pass through a No. 100 (150 µm) mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 10% of magnesium oxide. Lime shall be applied at the rate of **800 to 1,000 lbs/acre**. All liming materials shall conform to the requirements of ASTM C602.

901-2.3 Fertilizer. [Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

- a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;
- b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or
- c. A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be a **12-12-12** commercial fertilizer and shall be spread at the rate of **500 lbs/acre**.

901-2.4 Soil for repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

901-2.5 MULCH. ***Mulch materials shall be virgin wood fibers premixed with a tackifier such as Hydromulch 2000, or equal.***

CONSTRUCTION METHODS

901-3.1 Advance preparation and cleanup. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor

shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches (125 mm) as a result of grading operations and, if immediately prior to seeding, the top 3 inches (75 mm) of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches (125 mm). Clods shall be broken and the top 3 inches (75 mm) of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 Dry application method.

a. Liming. Lime shall be applied separately and prior to the application of any fertilizer or seed and only on seedbeds that have previously been prepared as described above. The lime shall then be worked into the top 3 inches (75 mm) of soil after which the seedbed shall again be properly graded and dressed to a smooth finish.

b. Fertilizing. Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate that will provide not less than the minimum quantity stated in paragraph 901-2.3.

c. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

d. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot (60 to 97 kg per meter) of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot (223 to 298 kg per meter) of width for sandy or light soils.

901-3.3 Wet application method.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons (190 liters) over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons (380 liters) per minute at a pressure of 100 lb / sq inches (690 kPa). The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch (16 mm) solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet (6 to 30 m). One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet (15 m) in length shall be provided to which the nozzles may be connected.

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds (100 kg) of lime shall be added to and mixed with each 100 gallons (380 liters) of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds (100 kg) of these combined solids shall be added to and mixed with each 100 gallons (380 liters) of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall identify to the RPR all sources of water at least two (2) weeks prior to use. The RPR may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the RPR following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches (75 mm), after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the RPR, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 Maintenance of seeded areas. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the RPR. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the RPR. A grass stand shall be considered adequate when bare spots are one square foot (0.01 sq m) or less, randomly dispersed, and do not exceed 3% of the area seeded.

METHOD OF MEASUREMENT

901-4.1 The quantity of seeding to be paid for *restoration outside the limits of grading* shall be the number of units measured on the ground surface, *by C-105-1 Mobilization item, for all areas disturbed by the contractor outside the defined limits of work, completed and accepted.*

BASIS OF PAYMENT

901-5.1 Payment shall be made at the contract unit price ~~per or fraction thereof~~, for *C-105-1 Mobilization item, for all areas disturbed by the contractor outside the defined limits of work, restoration outside the limits of grading* which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made under:

C-105-1 Mobilization (Limited to 10%)

-- Lump Sum (LS)

REFERENCES

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

ASTM International (ASTM)

ASTM C602 Standard Specification for Agricultural Liming Materials

Federal Specifications (FED SPEC)

FED SPEC JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-901

ITEM T-904 SODDING

DESCRIPTION

904-1.1 This item shall consist of furnishing, hauling, and placing approved live sod on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the RPR.

MATERIALS

904-2.1 SOD. Sod furnished by the Contractor shall have a good cover of living or growing grass. This shall be interpreted to include grass that is seasonally dormant during the cold or dry seasons and capable of renewing growth after the dormant period. All sod shall be obtained from areas where the soil is reasonably fertile and contains a high percentage of loamy topsoil. Sod shall be cut or stripped from living, thickly matted turf relatively free of weeds or other undesirable foreign plants, large stones, roots, or other materials that might be detrimental to the development of the sod or to future maintenance. At least 70% of the plants in the cut sod shall be composed of the species stated in the special provisions, and any vegetation more than 6 inches (150 mm) in height shall be mowed to a height of 3 inches (75 mm) or less before sod is lifted. Sod, including the soil containing the roots and the plant growth showing above, shall be cut uniformly to a thickness not less than that stated in the special provisions.

904-2.2 LIME. Lime shall be ground limestone containing not less than 85% of total carbonates, and shall be ground to such fineness that 90% will pass through a No. 20 (850 µm) mesh sieve and 50% will pass through a No. 100 (150 µm) mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 10% of magnesium oxide. Lime shall be applied at the rate of **800 – 1200 lbs/acre**. All liming materials shall conform to the requirements of ASTM C602.

904-2.3 FERTILIZER. [Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

- a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;
- b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or
- c. A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be **12-12-12** commercial fertilizer and shall be spread at the rate of **500 lbs/acre**.

904-2.4 WATER. The water shall be sufficiently free from oil, acid, alkali, salt, or other harmful materials that would inhibit the growth of grass.

904-2.5 SOIL FOR REPAIRS. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

CONSTRUCTION METHODS

904-3.1 GENERAL. Areas to be solid, strip, or spot sodded shall be shown on the plans. Areas requiring special ground surface preparation such as tilling and those areas in a satisfactory condition that are to remain undisturbed shall also be shown on the plans.

Suitable equipment necessary for proper preparation of the ground surface and for the handling and placing of all required materials shall be on hand, in good condition, and shall be approved by the RPR before the various operations are started. The Contractor shall demonstrate to the RPR before starting the various operations that the application of required materials will be made at the specified rates.

904-3.2 PREPARING THE GROUND SURFACE. After grading of areas has been completed and before applying fertilizer and limestone, areas to be sodded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris which might interfere with sodding, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes occurs after grading of areas and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage. This may include filling gullies, smoothing irregularities, and repairing other incidental damage.

904-3.3 APPLYING FERTILIZER AND GROUND LIMESTONE. Following ground surface preparation, fertilizer shall be uniformly spread at a rate which will provide not less than the minimum quantity of each fertilizer ingredient, as stated in the special provisions. If use of ground limestone is required, it shall then be spread at a rate that will provide not less than the minimum quantity stated in the special provisions. These materials shall be incorporated into the soil to a depth of not less than 2 inches (50 mm) by discing, raking, or other suitable methods. Any stones larger than 2 inches (50 mm) in any diameter, large clods, roots, and other litter brought to the surface by this operation shall be removed.

904-3.4 OBTAINING AND DELIVERING SOD. After inspection and approval of the source of sod by the RPR, the sod shall be cut with approved sod cutters to such a thickness that after it has been transported and placed on the prepared bed, but before it has been compacted, it shall have a uniform thickness of not less than 2 inches (50 mm). Sod sections or strips shall be cut in uniform widths, not less than 10 inches (250 mm), and in lengths of not less than 18 inches (0.5 m), but of such length as may be readily lifted without breaking, tearing, or loss of soil. Where strips are required, the sod must be rolled without damage with the grass folded inside. The Contractor may be required to mow high grass before cutting sod.

The sod shall be transplanted within 24 hours from the time it is stripped, unless circumstances beyond the Contractor's control make storing necessary. In such cases, sod shall be stacked, kept moist, and protected from exposure to the air and sun and shall be kept from freezing. Sod shall be cut and moved only when the soil moisture conditions are such that favorable results can be expected. Where the soil is too dry, approval to cut sod may be granted only after it has been watered sufficiently to moisten the soil to the depth the sod is to be cut.

904-3.5 LAYING SOD. Sodding shall be performed only during the seasons when satisfactory results can be expected. Frozen sod shall not be used and sod shall not be placed upon frozen soil. Sod may be transplanted during periods of drought with the approval of the RPR, provided the sod bed is watered to moisten the soil to a depth of at least 4 inches (100 mm) immediately prior to laying the sod.

The sod shall be moist and shall be placed on a moist earth bed. Pitch forks shall not be used to handle sod, and dumping from vehicles shall not be permitted. The sod shall be carefully placed by hand, edge to edge and with staggered joints, in rows at right angles to the slopes, commencing at the base of the area to be sodded and working upward. The sod shall immediately be pressed firmly into contact with the sod bed by tamping or rolling with approved equipment to provide a true and even surface, and ensure knitting without displacement of the sod or deformation of the surfaces of sodded areas. Where the sod may be displaced during sodding operations, the workmen, when replacing it, shall work from ladders or treaded planks to prevent further displacement. Screened soil of good quality shall be used to fill all cracks between sods. The quantity of the fill soil shall not cause smothering of the grass. Where the grades are such that the flow of water will be from paved surfaces across sodded areas, the surface of the soil in the sod after compaction shall be set approximately one inch (25 mm) below the pavement edge. Where the flow will be over the sodded areas and onto the paved surfaces around manholes and inlets, the surface of the soil in the sod after compaction shall be placed flush with pavement edges.

On slopes steeper than one (1) vertical to 2-1/2 horizontal and in v-shaped or flat-bottom ditches or gutters, the sod shall be pegged with wooden pegs not less than 12 inches (300 mm) in length and have a cross-sectional area of not less than 3/4 sq inch (18 sq mm). The pegs shall be driven flush with the surface of the sod.

904-3.6 WATERING. Adequate water and watering equipment must be on hand before sodding begins, and sod shall be kept moist until it has become established and its continued growth assured. In all cases, watering shall be done in a manner that will avoid erosion from the application of excessive quantities and will avoid damage to the finished surface.

904-3.7 ESTABLISHING TURF. The Contractor shall provide general care for the sodded areas as soon as the sod has been laid and shall continue until final inspection and acceptance of the work. All sodded areas shall be protected against traffic or other use by warning signs or barricades approved by the RPR. The Contractor shall mow the sodded areas with approved mowing equipment, depending upon climatic and growth conditions and the needs for mowing specific areas. Weeds or other undesirable vegetation shall be mowed and the clippings raked and removed from the area.

904-3.8 REPAIRING. When the surface has become gullied or otherwise damaged during the period covered by this contract, the affected areas shall be repaired to re-establish the grade and

the condition of the soil, as directed by the RPR, and shall then be sodded as specified in paragraph 904-3.5.

METHOD OF MEASUREMENT

904-4.1 This item shall be measured on the basis of the area in square yards (square meters) of the surface covered with sod and accepted.

BASIS OF PAYMENT

904-5.1 This item will be paid for on the basis of the contract unit price per square yard (square meter) for sodding, which price shall be full compensation for all labor, equipment, material, staking, and incidentals necessary to satisfactorily complete the items as specified.

Payment will be made under:

<i>Item T-904-1</i>	<i>Sodding</i>	<i>-- per Square Yard (SY)</i>
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REFERENCES

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

ASTM International (ASTM)

ASTM C602	Standard Specification for Agricultural Liming Materials
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Advisory Circulars (AC)

AC 150/5200-33	Hazardous Wildlife Attractants on or Near Airports
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FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-904

ITEM T-905 TOPSOIL

DESCRIPTION

905-1.1 This item shall consist of preparing the ground surface for topsoil application, removing topsoil from designated stockpiles or areas to be stripped on the site or from approved sources off the site, and placing and spreading the topsoil on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the RPR.

MATERIALS

905-2.1 TOPSOIL. Topsoil shall be the surface layer of soil with no admixture of refuse or any material toxic to plant growth, and it shall be reasonably free from subsoil and stumps, roots, brush, stones (2 inches (50 mm) or more in diameter), and clay lumps or similar objects. Brush and other vegetation that will not be incorporated with the soil during handling operations shall be cut and removed. Ordinary sod and herbaceous growth such as grass and weeds are not to be removed, but shall be thoroughly broken up and intermixed with the soil during handling operations. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means, shall be removed. The topsoil or soil mixture, unless otherwise specified or approved, shall have a pH range of approximately 5.5 pH to 7.6 pH, when tested in accordance with the methods of testing of the Association of Official Agricultural Chemists in effect on the date of invitation of bids. The organic content shall be not less than 3% nor more than 20% as determined by the wet-combustion method (chromic acid reduction). There shall be not less than 20% nor more than 80% of the material passing the 200 mesh (75 μ m) sieve as determined by the wash test in accordance with ASTM C117.

Natural topsoil may be amended by the Contractor with approved materials and methods to meet the above specifications.

905-2.2 INSPECTION AND TESTS. Within 10 days following acceptance of the bid, the RPR shall be notified of the source of topsoil to be furnished by the Contractor. The topsoil shall be inspected to determine if the selected soil meets the requirements specified and to determine the depth to which stripping will be permitted. At this time, the Contractor may be required to take representative soil samples from several locations within the area under consideration and to the proposed stripping depths, for testing purposes as specified in paragraph 905-2.1.

CONSTRUCTION METHODS

905-3.1 GENERAL. Areas to be topsoiled shall be shown on the plans. If topsoil is available on the site, the location of the stockpiles or areas to be stripped of topsoil and the stripping depths shall be shown on the plans.

Suitable equipment necessary for proper preparation and treatment of the ground surface, stripping of topsoil, and for the handling and placing of all required materials shall be on hand, in good condition, and approved by the RPR before the various operations are started.

905-3.2 PREPARING THE GROUND SURFACE. Immediately prior to dumping and spreading the topsoil on any area, the surface shall be loosened by discs or spike-tooth harrows, or by other means approved by the RPR, to a minimum depth of 2 inches (50 mm) to facilitate bonding of the topsoil to the covered subgrade soil. The surface of the area to be topsoiled shall be cleared of all stones larger than 2 inches (50 mm) in any diameter and all litter or other material which may be detrimental to proper bonding, the rise of capillary moisture, or the proper growth of the desired planting. Limited areas, as shown on the plans, which are too compact to respond to these operations shall receive special scarification.

Grades on the area to be topsoiled, which have been established by others as shown on the plans, shall be maintained in a true and even condition. Where grades have not been established, the areas shall be smooth-graded and the surface left at the prescribed grades in an even and compacted condition to prevent the formation of low places or pockets where water will stand.

905-3.3 OBTAINING TOPSOIL. Prior to the stripping of topsoil from designated areas, any vegetation, briars, stumps and large roots, rubbish or stones found on such areas, which may interfere with subsequent operations, shall be removed using methods approved by the RPR. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means shall be removed.

When suitable topsoil is available on the site, the Contractor shall remove this material from the designated areas and to the depth as directed by the RPR. The topsoil shall be spread on areas already tilled and smooth-graded, or stockpiled in areas approved by the RPR. Any topsoil stockpiled by the Contractor shall be rehandled and placed without additional compensation. Any topsoil that has been stockpiled on the site by others, and is required for topsoil purposes, shall be removed and placed by the Contractor. The sites of all stockpiles and areas adjacent thereto which have been disturbed by the Contractor shall be graded if required and put into a condition acceptable for seeding.

When suitable topsoil is secured off the airport site, the Contractor shall locate and obtain the supply, subject to the approval of the RPR. The Contractor shall notify the RPR sufficiently in advance of operations in order that necessary measurements and tests can be made. The Contractor shall remove the topsoil from approved areas and to the depth as directed. The topsoil shall be hauled to the site of the work and placed for spreading, or spread as required. Any topsoil hauled to the site of the work and stockpiled shall be rehandled and placed without additional compensation.

905-3.4 PLACING TOPSOIL. The topsoil shall be evenly spread on the prepared areas to a uniform depth of 2 inches (50 mm) after compaction, unless otherwise shown on the plans or stated in the special provisions. Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to the work. Spreading shall be carried on so that turfing operations can proceed with a minimum of soil preparation or tilling.

After spreading, any large, stiff clods and hard lumps shall be broken with a pulverizer or by other effective means, and all stones or rocks (2 inches (50 mm) or more in diameter), roots, litter, or any foreign matter shall be raked up and disposed of by the Contractor. After spreading is completed, the topsoil shall be satisfactorily compacted by rolling with a cultipacker or by other means approved by the RPR. The compacted topsoil surface shall conform to the required lines, grades, and cross-sections. Any topsoil or other dirt falling upon pavements as a result of hauling or handling of topsoil shall be promptly removed.

METHOD OF MEASUREMENT

~~905-4.1 Topsoil obtained on the site shall be measured by the number of cubic yards (cubic meters) of topsoil measured in its original position and stripped or excavated. Topsoil stockpiled by others and removed for topsoil by the Contractor shall be measured by the number of cubic yards (cubic meters) of topsoil measured in the stockpile. Topsoil shall be measured by volume in cubic yards (cubic meters) computed by the method of end areas. Topsoil shall not be separately measured, but included in other items in accordance with the contract documents. Strippings stockpiled on site are intended for use as topsoil for this project.~~

~~905-4.2 Topsoil obtained off the site shall be measured by the number of cubic yards (cubic meters) of topsoil measured in its original position and stripped or excavated. Topsoil shall be measured by volume in cubic yards (meters) computed by the method of end areas. Topsoil shall not be separately measured, but included in other items in accordance with the contract documents. Strippings stockpiled on site are intended for use as topsoil for this project.~~

BASIS OF PAYMENT

~~905-5.1 Payment will be made at the contract unit price per cubic yard (cubic meter) for topsoil (obtained on the site). This price shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item. Topsoil shall not be paid for separately, but included in other items for which it is a component part in accordance with the contract documents. Strippings stockpiled on site are intended for use as topsoil for this project.~~

~~905-5.2 Payment will be made at the contract unit price per cubic yard (cubic meter) for topsoil (obtained off the site). This price shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item. Topsoil shall not be paid for separately, but included in other items for which it is a component part in accordance with the contract documents. Strippings stockpiled on site are intended for use as topsoil for this project.~~

Payment will be made under:

P-152-3 6" Stripping and Stockpiling -- per square yard (SY) [square meter]

REFERENCES

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

ASTM International (ASTM)

ASTM C117	Materials Finer than 75 μ m (No. 200) Sieve in Mineral Aggregates by Washing
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KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

TOPSOIL
ITEM T-905

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-905

ITEM T-908 MULCHING

DESCRIPTION

908-1.1 This item shall consist of furnishing, hauling, placing, and securing mulch on surfaces indicated on the plans or designated by the RPR, *by hydroseeding or dry methods such as plowing, for restoration areas outside the project limits. Refer to specifications T-901 Seeding, and T-905 Topsoiling. Mulching is considered a component and incidental part of hydroseeding (seeding by the wet application method) or plowing in seed via dry application methods per T-901.*

MATERIALS

908-2.1 Mulch material. Acceptable mulch shall be the materials listed below or any approved locally available material that is similar to those specified. Mulch shall be free from noxious weeds, mold, and other deleterious materials. Mulch materials, which contain matured seed of species that would volunteer and be detrimental to the proposed overseeding, or to surrounding farm land, will not be acceptable. Straw or other mulch material which is fresh and/or excessively brittle, or which is in such an advanced stage of decomposition as to smother or retard the planted grass, will not be acceptable.

a. Hay. Hay shall be native hay in an air-dry condition and of proper consistency for placing with commercial mulch blowing equipment. Hay shall be sterile, containing no fertile seed.

b. Straw. Straw shall be the stalks from threshed plant residue of oats, wheat, barley, rye, or rice from which grain has been removed. Furnish in air-dry condition and of proper consistency for placing with commercial mulch blowing equipment. Straw shall contain no fertile seed.

c. Hay mulch containing seed. Hay mulch shall be mature hay containing viable seed of native grasses or other desirable species stated in the special provisions or as approved by the RPR. The hay shall be cut and handled so as to preserve the maximum quantity of viable seed. Hay mulch that cannot be hauled and spread immediately after cutting shall be placed in weather-resistant stacks or baled and stored in a dry location until used.

d. Manufactured mulch. Cellulose-fiber or wood-pulp mulch shall be products commercially available for use in spray applications.]

e. Asphalt binder. ~~Asphalt binder material shall conform to the requirements of ASTM D977, Type SS-1 or RS-1. Asphalt binder shall not be used for mulching purposes.~~

908-2.2 Inspection. The RPR shall be notified of sources and quantities of mulch materials available and the Contractor shall furnish him with representative samples of the materials to be used 30 days before delivery to the project. These samples may be used as standards with the approval of the RPR and any materials brought on the site that do not meet these standards shall be rejected.

CONSTRUCTION METHODS

908-3.1 Mulching. Before spreading mulch, all large clods, stumps, stones, brush, roots, and other foreign material shall be removed from the area to be mulched. Mulch shall be applied immediately after seeding. The spreading of the mulch may be by hand methods, blower, or other mechanical methods, provided a uniform covering is obtained.

Mulch material shall be furnished, hauled, and evenly applied on the area shown on the plans or designated by the RPR. Straw or hay shall be spread over the surface to a uniform thickness at the rate of 2 to 3 tons per acre (1800 - 2700 kg per acre) to provide a loose depth of not less than 1-1/2 inches (38 cm) nor more than 3 inches (75 mm). Other organic material shall be spread at the rate directed by the RPR. Mulch may be blown on the slopes and the use of cutters in the equipment for this purpose will be permitted to the extent that at least 95% of the mulch in place on the slope shall be 6 inches (150 mm) or more in length. When mulches applied by the blowing method are cut, the loose depth in place shall be not less than one inch (25 mm) nor more than 2 inches (50 mm).

908-3.2 Securing mulch. The mulch shall be held in place by light discing, a very thin covering of topsoil, pins, stakes, wire mesh, asphalt binder, **hydroseed water/fertilizer/seed/mulch paste** or other adhesive material approved by the RPR. ~~Where mulches have been secured by either of the asphalt binder methods, it will not be permissible to walk on the slopes after the binder has been applied. When an application of asphalt binder material is used to secure the mulch, the Contractor must take every precaution to guard against damaging or disfiguring structures or property on or adjacent to the areas worked and will be held responsible for any such damage resulting from the operation.~~

If the "peg and string" method is used, the mulch shall be secured by the use of stakes or wire pins driven into the ground on 5-foot (1.5-m) centers or less. Binder twine shall be strung between adjacent stakes in straight lines and crisscrossed diagonally over the mulch, after which the stakes shall be firmly driven nearly flush to the ground to draw the twine down tight onto the mulch.

908-3.3 Care and repair.

a. The Contractor shall care for the mulched areas until final acceptance of the project. Care shall consist of providing protection against traffic or other use by placing warning signs, as approved by the RPR, and erecting any barricades that may be shown on the plans before or immediately after mulching has been completed on the designated areas.

b. The Contractor shall be required to repair or replace any mulch that is defective or becomes damaged until the project is finally accepted. When, in the judgment of the RPR, such defects or damages are the result of poor workmanship or failure to meet the requirements of the specifications, the cost of the necessary repairs or replacement shall be borne by the Contractor.

c. ~~If the "asphalt spray" method is used, all mulched surfaces shall be sprayed with asphalt binder material so that the surface has a uniform appearance. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons (32 liters) per 1,000 square feet (100 sq m), or as directed by the RPR, with a minimum of 6 gallons (24 liters) and a maximum of 10 gallons (40 liters) per 1,000 square feet (100 sq m) depending on the type of mulch and the effectiveness of the binder securing it. Asphalt binder material may be sprayed on the mulched slope areas from either the top or the bottom of the slope. An approved spray nozzle shall be~~

~~used. The nozzle shall be operated at a distance of not less than 4 feet (1.2 m) from the surface of the mulch and uniform distribution of the asphalt material shall be required. A pump or an air compressor of adequate capacity shall be used to ensure uniform distribution of the asphalt material.~~

~~d. If the "asphalt mix" method is used, the mulch shall be applied by blowing, and the asphalt binder material shall be sprayed into the mulch as it leaves the blower. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons (32 liters) per 1,000 square feet (100 sq m) or as directed by the RPR, with a minimum of 6 gallons (24 liters) and a maximum of 10 gallons (40 liters) per 1,000 square feet (100 sq m) depending on the type of mulch and the effectiveness of the binder securing it.~~

METHOD OF MEASUREMENT

908-4.1 Mulching shall be measured in square yards (square meters) on the basis of the actual surface area acceptably mulched, ***for restoration areas outside the limits of grading requiring seeding applications per T-901.***

BASIS OF PAYMENT

908-5.1 Payment will be made at the contract unit price ~~per square yard (square meter)~~ for mulching ***for C-105-1 Mobilization, per lump sum, and the stepped progress table therein.*** The price shall be full compensation for furnishing all materials and for placing and anchoring the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

~~Item T-908-5.1 — Mulching — per square yard (square meter)~~

C-105-1 Mobilization (Limited to 10%)

-- Lump Sum

REFERENCES

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

ASTM International (ASTM)

ASTM D977 Standard Specification for Emulsified Asphalt

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

MULCHING
ITEM T-908

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-908

ITEM SP-100 GENERAL PROVISIONS AND REQUIREMENTS FOR ELECTRICAL WORK

GENERAL

100-1.1 SPECIAL REQUIREMENTS FOR ELECTRICAL WORK.

a. This item shall apply to all electrical work contained within the Contract Documents. Where the contract general conditions, special provisions or other parts of the Contract Documents also apply, the stricter of the documents shall govern.

100-1.2 AUXILIARIES AND ACCESSORIES.

a. Include all auxiliaries and accessories for a complete, fully functional and properly operating system in accordance with the Contract Documents.

b. Provide and install all electrical systems and any necessary appurtenances as per Federal Aviation Administration (FAA) Advisory Circulars and FAA Orders, NFPA 70 - National Electrical Code (NEC), federal, state and local codes whether specified or shown in the Contract Documents or not. The content of the Contract Documents in general only refers to work required above and beyond the requirements of the FAA, NEC and applicable federal, state and local codes.

100-1.3 PROJECT PAY ITEMS.

a. The project pay items are provided to be inclusive of all work to be performed as shown in the Contract Documents. All work not identified with a specific pay item shall be considered required work to complete the project and shall be considered subsidiary to the cost of the project pay items provided.

100-1.4 CONTRACTOR EXPERIENCE.

a. All Contractors used to perform work of this contract shall be licensed to perform electrical work in the state in which the project is located at the time bids are submitted. At least one member (qualifier) of the electrical contracting firm shall hold a state certified (unlimited, unrestricted) electrical contractor's license.

100-1.5 EXPERIENCE AND SUPERVISION OF CONTRACTOR PERSONNEL.

a. Provide a resident on-site electrical supervisor to manage work at the job site whenever electrical work is being performed or affected. Electrical work is defined as any work described, included, depicted or contained within the Construction Specifications Institute (CSI) Division 16, 26, 27, 28, 33 or 34 specifications, SP-XXX specification series, L-XXX specification series, E-series drawings, EV-series drawings, and all other work within the Contract Documents dealing with the distribution of electrical power/light, electrical/electronic/light monitoring, communication and control.

b. When work is being performed within the Aircraft Operations Area, the on-site supervisor shall also be within the Aircraft Operations Area, except for incidental absences. Incidental absences shall not exceed 45 minutes in length. The Contractor is encouraged to keep the same on-site supervisor(s) from commencement to completion of work.

c. Each on-site supervisor shall have a minimum of 5 years (2,000 hours per year) of successful supervisory experience either constructing or maintaining airfield lighting systems. At least 3 of these years of experience shall have occurred in the last 5 years on projects of comparable size and complexity. On-site supervisor shall be certified as a "Qualified Person". The definition of a Qualified Person is defined in OSHA 1910.399 and NFPA 70E (Article 100 & 110.2(1)). The certification shall be signed by the Contractor's Electrical License qualifier. Equivalent experience and training may be considered by the Engineer. On-Site supervisor may substitute one year of education in qualified electrical curriculum for one-half year electrical experience for a maximum of 2,000 hours of the required 10,000 hours of experience. Records of on-site supervisor's experience demonstrating compliance with these requirements shall be submitted to the Engineer for verification and review prior to starting work. Experience records shall include contact information for references (name, title and phone number) from airports where the proposed on-site supervisor has completed the required electrical experience. Only on-site supervisors whose experience records have been confirmed by the Engineer shall supervise work. Work shall not start prior to approval of the on-site supervisor, unless under the direct supervision of the Contractor's Electrical License qualifier. Multiple certified on-site supervisors may be required to support multiple shifts or around the clock activities.

d. If at any time the Resident Project Representative (RPR) believes that work is being performed without the presence of an on-site supervisor, the RPR will request that the workman in question demonstrate that the on-site supervisor is present. If the on-site supervisor's presence cannot be verified within 45 minutes the RPR may direct the Contractor to suspend work until proper supervision is made available. The Contractor shall not be remunerated for costs associated with suspension of work under these conditions.

e. It is agreed and understood that, if requested in writing by the RPR, the Contractor shall replace any on-site supervisor with another meeting the required qualifications within seven (7) days of receipt of request.

f. Electricians are tasked with installing raceways and fittings; electrical distribution and supply equipment, pulling, splicing and terminating wire/cable; grounding, lightning protection, installing light bases, light fixtures; connecting signs; performing electrical testing or other work contained in the Contract Documents or as described in 1.5(A) above. Electricians performing work shall have a minimum of 4 years (2,000 hours per year) of successful experience either constructing or maintaining airfield lighting systems and shall be certified a "Qualified Person". A copy of each Electrician's experience shall be submitted to the RPR. Each electrician's experience submittal shall comply with the above requirements. An apprentice/helper/laborer may assist the electrician with the above tasks as directed by the on-site supervisor. An electrician may supervise a maximum of four apprentices/helpers/laborers.

g. Electrical apprentices, helpers, laborers, shall be qualified persons for the work they are performing and shall be under the supervision of the on-site supervisor or electrician.

h. Other helpers, laborers, equipment operators, concrete workers and other crafts persons (skilled or unskilled) shall be qualified persons for the work they are performing and shall be under the supervision of the on-site supervisor and are not subject to the four person limitation in 1.5.f.

i. Any person who does not have the required experience or who demonstrates a lack of knowledge appropriate for the task they are performing shall be dismissed from the project for remainder of the contract.

SUMMARY OF WORK

100-2.1 GENERAL.

a. In support of this project this contract includes installation of airfield lighting, counterpoise, signage, power distribution, standby generator, lightning protection and other electrical work as shown in the Contract Documents. The above is not intended to be all inclusive but is provided as an aid to the Contractor. It is the intent of the Contract Documents that the Contractor is to furnish and install all materials and provide the necessary supervision, transportation, preparation, assembly, survey and installation of these materials, and for all labor, equipment, tools, incidentals, and appurtenances necessary to provide a fully functional and operational system as described by these Contract Documents. All items are new and unused unless specifically noted otherwise.

100-2.2 RECORD DOCUMENTS.

a. The Contractor shall maintain the Contract Documents, Shop Drawings and samples at the site, in good order and annotated daily to show all changes made during the construction process per Item SP-106. These shall be available to the RPR for examination.

100-2.3 ENGINEERING OBSERVATIONS.

a. Items noted by Engineer during construction and before final acceptance, which does not comply with the Contract, will be listed in accordance with the general conditions. These items will be sent to the Contractor for action. The Contractor shall have these items corrected.

b. The Contractor shall check items noted after acceptance during the warranty/guarantee period in the same manner as above.

100-2.4 EXISTING CONDITIONS.

a. Investigate site thoroughly and reroute all conduit/duct and wiring in area of new construction in order to maintain continuity of existing circuitry. Existing conduit/duct shown in the Contract Documents show approximate locations only. Contractor must verify and coordinate existing site conduit/ducts, wiring and piping. The bids shall include hand digging and all required rerouting in areas of existing conduit/ducts and/or pipes.

b. Check site and existing conditions thoroughly before bidding. Advise Engineer of discrepancies or questions noted. If any difference is discovered between the existing conditions and the Contract Documents, the Engineer shall be notified in writing immediately.

c. The Electrical Contractor shall investigate all existing systems within the construction limits and complete the performance verification prior to the beginning of any work, which could affect these existing systems.

d. Advise Engineer in writing of all deficiencies in existing system(s) prior to work. All systems will be assumed to be fully operational if written notification is not received by Engineer prior to work on system.

e. The work involved is in connection with existing systems/facilities, which must remain in operation while work is being performed. Work must be done in accordance with the schedule specified in the Contract Documents. Schedule all work to minimize the period when systems are inoperable. Request written permission and receive written approval from Engineer a minimum of 2 weeks in advance of any shutdown of existing systems. (FAA requires 45 days minimum notice.) Perform work required at other than standard working hours where outages cannot be accepted during regular working hours. Protect existing buildings and equipment during construction as required.

f. There may be piping, fixtures or other items, which must be removed or relocated in order to perform the alteration work. All conduit/duct, wiring, boxes, etc. that do not comply with the Contract Documents shall be removed or corrected to comply with the Contract Documents. All unused conduit/duct not removed shall be identified and a pull line shall be installed. Bid shall include all removal and relocation required for completion of the alterations and the new construction.

g. Special attention is directed to relocation of the existing power conduits and duct bank and communication systems. Cable counts, location, and function must be field verified before starting work.

h. The Contractor shall verify the areas, conditions, and features necessary to tie into existing construction. This verification shall be done prior to submittal of shop drawings, fabrication or erection, construction or installation. The Contractor shall be responsible for the accurate tie-in of the new work to existing facilities. This requirement assumes that existing items comply with current codes and standards.

100-2.5 SYSTEMS WARRANTY.

a. The work required under this division shall include a one (1) year warranty from the date of final acceptance unless required otherwise by the Contract Documents. This warranty shall be by the Contractor/Manufacturer to the Owner for any defective workmanship or material, which has been furnished under this contract. The Contractor/Manufacturer at no cost to the Owner shall perform replacement of defective workmanship or material for a period of one (1) year (or greater if noted in the Contract Documents) from the date of final acceptance of the system. This warranty shall not include light bulbs in service after one (1) month from date of substantial completion of the system. Explain the provisions of the warranty to the Owner during project close out.

b. In accordance with EB-67D, Light Sources Other Than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures; all LED light fixtures with the exception of obstruction lighting (AC 150/5345-43) shall be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics. This warranty shall be by the Contractor/Manufacturer to the Owner for any defective workmanship or material, which has

been furnished under this contract. The Contractor/Manufacturer at no cost to the Owner shall perform replacement of defective LED fixture workmanship or material for a period of four (4) years after date of installation.

100-2.6 SUBSTANTIAL COMPLETION.

a. All specified work shall be complete prior to final observation of work, and all forms and other information requested, including Operation and Maintenance Manuals, shall be submitted to the Engineer for approval one (1) week before the request for substantial completion of the work.

100-2.7 CONTRACTORS RESPONSIBILITIES.

a. Provide necessary layout, labor, material, equipment, tools, transportation, full time supervision and services required for the satisfactory and timely completion of the work in accordance with the Contract Documents.

b. Unload, store, protect and re-handle the materials required for this Contract until such time that material is in place. Provide protection of materials required of this contract after installation.

c. Provide all required transportation, erection, maintenance, dismantling and removal of temporary facilities and equipment required by this contract.

d. Provide all transportation, unloading, distribution, hoisting, rigging, material handling and scaffolding required installing the work of this contract.

e. Provide all engineering and layout required to perform the work from established base lines and benchmarks.

f. The Electrical Contractor shall coordinate the work of all the Electrical Contractors vendors and subcontractors to provide a fully functional and operating system.

g. Provide temporary electrical power and temporary water and sanitary sewer for this Contractor's field office, if required. Pay all utility company charges. Provide temporary power required for this Contractor's work.

h. Prior to start of work this Contractor is to inspect work performed by others on which this work is to be placed on or adjacent to, and report in writing to the Engineer, any condition found to be unacceptable. Failure to make said report shall constitute acceptance of the conditions found and any claims made thereafter due the unacceptable conditions will not be considered by the Engineer.

i. Provide all required coordination and supervision where work connects to or is affected by work of others and comply with all requirements affecting this work. Work required under other items of the Contract Documents to be performed by this Contractor shall be coordinated with the respective Contractor, and such work performed at no additional cost to the Owner including but not limited to electrical work in support of other trades as shown in the Contract Documents.

j. It is the responsibility of the Contractor to coordinate the exact required location of any electrical or electronic equipment, system, or cabinets to be installed or relocated. No existing equipment may be relocated without prior coordination and with approval of the Engineer.

k. Provide and pay for all permits, licenses, fees and inspections required for the performance of the work. The Contractor shall pay all sales, consumer, use and other taxes required in accordance with the law of the place of the project.

l. Provide all tests as required, per the Contract Documents and submit all test reports to the Engineer.

m. Provide all excavation, backfill, compaction, shoring and dewatering required for performance of the work.

n. Provide sleeves for all conduit/duct required as specified.

o. Protect all work of this Contract from damage and intrusion of dirt and foreign objects. Close off open ends of conduit/duct and sleeves on work, which is to be completed at a later date. Remove closure material prior to continuance of work.

p. Prior to Final Inspection, submit to the Engineer, all Record Drawings and Operation and Maintenance Manuals as specified. Instruct Owner's maintenance personnel in the operation and maintenance of the systems as required by the Contract Documents.

q. The above is not all inclusive of the work described by the Contract Documents, which form the basis for this Contract, but is presented for the Contractor's convenience.

100-2.8 EXISTING UTILITIES.

a. The Contractor is solely responsible for the location of all existing utilities within the project limits. Please refer to SP-104 for additional requirements.

b. The Contractor is solely responsible for the protection of all existing utilities within the project limits. All manholes, hand holes, light bases, conduits and ducts shall be kept tightly closed and sealed during all phases of construction. The items may be opened in support of the work but shall be resealed or closed or covered immediately upon completion of the specific task that required them to be opened.

BASIC MATERIAL & METHODS

100-3.1 REQUIREMENTS OF BASIC MATERIALS AND METHODS.

a. The work shall include the furnishing of the systems, equipment and material specified in this Division and as called for in the Contract Documents, to include supervision, operations, methods and labor for the fabrication, installation, start-up and tests for the complete electrical installation. Provide the necessary inter-trade/Contractor coordination for the installation to be in a neat and work person like manner.

b. Drawings for the work are diagrammatic, intended to convey the Scope of the Work and to indicate the general arrangement and locations of the work. The drawings shall not be scaled for exact sizes or locations. Because of the scale of the drawings, certain basic items such as: conduit/duct fittings, access panels, sleeves, pull and junction boxes may not be shown. Where such items are required by Code or by other items or where they are required for proper installation of the work, such items shall be included. Coordinate final equipment locations with governing architectural, civil and structural drawings as applicable. Layout equipment before installation so that all trades may install equipment in the space available.

c. Equipment Specifications may not deal with minute items such as components, parts, controls and devices, which may be required to produce the equipment performance specified, or as required to meet the equipment warranties. Where such items are required, the Contractor/Supplier of the equipment shall include them, whether specifically called for or not.

d. Conduit/duct routed through the building/structure that interferes with other equipment and construction shall not constitute a reason for an extra charge. Equipment, conduit/duct, and fixtures shall fit into available spaces in the building/structure; do not introduce these into the building/structure at such times or in such manner as to cause damage to the structure. Equipment that requires servicing shall be readily accessible.

e. Locate all openings required for work performed under this item. Provide sleeves, guards or other acceptable methods to allow passage of items installed under this item.

f. Keep cutting and patching to a minimum. Insofar as possible, determine in advance the proper chase size and openings necessary for the work.

g. Where cutting and patching are required due to an error of the Contractor, or where the Contractor has not given enough advance notice of the need for holes, recesses, and chases, patching shall be performed by those trades skilled in the use of the materials involved and shall be done at the Contractor's expense.

h. Any cutting of work in place shall be patched and decorated by such mechanics and in such a manner that the quality of workmanship and finish shall be compatible with that of adjacent construction.

i. The location of electrical work is indicated on the drawings. The Engineer may adjust exact locations of new work as work progresses. Before any item is installed, the indicated location may be changed by twenty-five (25) feet in any direction without additional cost.

j. All penetrations through roof, wall or floor shall maintain structure fire rating and environmental barriers. Any roof penetrations shall be made by a state licensed roofing Contractor and shall maintain any in place roofing warranty.

k. Surface mounted fixtures, outlets, cabinets, conduit/duct, panels, etc., shall have finish or shall be painted as directed by Engineer. Paint shall be in accordance with other applicable items of the Contract Documents.

l. All materials utilized shall be suitable for the environment encountered. No combination of materials shall be used that forms an electrolytic coupling of such nature that in the presence of moisture corrosion is accelerated.

m. In general, all relays, contactors, panelboards, dry type transformers, disconnect switches, and circuit breakers are to be supplied and manufactured by the same manufacturer and shall be submitted and accepted equivalent to that specified.

n. Where the requirements of another division, item, or part of these Contract Documents exceed the requirements of this division, those requirements shall govern.

o. Make electrical connections to regulators, transformers, instruments, mechanical equipment, controls and at other locations as required with approximately 3 feet (12" minimum) of liquid tight flexible metal conduit. Grounding type liquid tight flexible metallic conduit connectors shall be used. Determine the requirements from the Contract Documents and the accepted manufacturer drawings.

p. Provide inserts, hangers, supports, braces, and anchor bolts as necessary for all work called for under the Contract Documents.

q. Provide equipment grounding conductor in all conduit/ducts, for all circuits, except series airfield lighting.

r. All galvanized materials shall be hot-dip galvanized after fabrication, conforming to ASTM A-386 and/or A-153, unless noted otherwise (UNO).

s. Unless noted otherwise, all panelboards, junction boxes, wire ways, etc., shall be spaced off the concrete structure by using a Unistrut P-1060 series square washer or accepted equivalent between the mounting surface and the equipment at each mounting point. Equipment as listed above, mounted on Unistrut or accepted equivalent shall have Unistrut P-1060 series square washer, Unistrut P-28XX flat plate fitting or accepted equivalent installed between the Unistrut channel or accepted equivalent and the equipment at each mounting point.

t. All bolted connections and equipment mountings shall utilize two flat washers, lock washer and hex head bolting hardware, unless noted otherwise.

u. Unless noted otherwise, all wire sizes are based on a 90 Deg. C., THWN-2, 600-volt insulation, copper conductors, not more than three single insulated conductors, in raceway, in free air. The conduit/duct sizes are based on the use of THWN-2, 600-volt insulated conductors. The Contractor shall make the necessary increase in conduit/duct sizes for other types of wire insulation. In no case shall the conduit/duct size be reduced. The minimum power circuit wire size shall be #12 AWG.

v. Conductor sizes may have been adjusted due to voltage drop or other engineering considerations. Equipment provided by the Contractor shall be capable of accepting the quantity and sizes of conductors shown in the Contract Documents. All conductor pigtails, cable step-down adapters, cable step-up adapters, terminal blocks and splicing materials necessary to complete the cable termination/splice shall be considered incidental to the respective pay items provided.

w. All equipment enclosures, junction boxes, wire ways, pull boxes, etc. utilized in damp, wet or exterior locations shall be NEMA 4X stainless steel. All mounting channel, hardware, nuts, bolts, lock washers, etc. utilized in damp, wet or exterior locations shall be stainless steel.

x. All electrical conductors, windings, bus bars, etc. shall be high conductivity (98% conductivity) copper.

y. This Contractor shall furnish and install all required overcurrent protection required by the NEC and the Contract Documents. The overcurrent protection shall be sized according to the equipment nameplate data.

z. Powder-actuated fasteners will not be allowed without express written approval of the Engineer. No fasteners shall pierce the structure until accepted by the Engineer.

aa. Use Ideal NOALOX antioxidant compound or accepted equivalent on all aluminum to aluminum mechanical or electrical connections. Use Thomas and Betts KOPR-SHIELD or accepted equivalent on all rigid galvanized steel conduit connections and all copper grounding connections using mechanical lugs. Use an approved anti-seize compound on all bolted connections.

100-3.2 ELECTRICAL REFERENCE SYMBOLS.

a. Symbols used in the Contract Documents are defined in the Electrical Legend. Not necessarily will all symbols defined be applicable to the project.

100-3.3 ACTIVE SERVICES.

a. Existing active services, water, gas, sewer, electric, communication, jet fuel, etc. when encountered, shall be protected against damage. Do not prevent or disturb operation of active services, which are to remain. If active services are encountered which require relocation, make request to Authorities Having Jurisdiction (AHJ) for determination of procedures. Where existing services are to be abandoned, they shall be terminated in conformance with requirements of the AHJ, Utility or Municipality having jurisdiction.

100-3.4 CODES AND STANDARDS.

a. Install in accordance with latest edition of the National Electrical Code and the regulations of governing Federal, State, County, local and other applicable codes, including the Utility Companies. Where a conflict in code requirements occurs the most stringent requirement shall govern. The Contractor shall be responsible to obtain and pay for all required licenses, fees and inspections including meter installation fee. The cost for such shall be included in the bid price.

b. The work shall meet the requirements and recommendations of applicable portions of the latest editions of these laws, codes and standards:

1. OSHA 1910 & 1926
2. NFPA 70, National Electrical Code
3. NFPA 70E, Standard for Electrical Safety in the Workplace

4. NFPA 101, Life Safety Code
5. NFPA 409, Standard on Aircraft Hangars
6. NFPA 780, Standard for the Installation of Lightning Protection Systems (UL 96, UL 96A)
7. FAA Advisory Circulars, Engineering Briefs and Orders
8. Applicable local building code
9. Florida Building Code Project State Specific
10. ANSI C2, National Electrical Safety Code
11. NEMA Standards (NEMA)
12. Underwriter's Laboratories (UL)
13. Institute of Electrical and Electronics Engineers (IEEE)
14. FDOT - Standard Specifications for Road and Bridge Construction Project State Specific
15. FDOT – Design Standards Index Project State Specific
16. AWS D1.1, Structural Welding Code – Steel
17. Merriam-Webster Dictionary

The above is not all inclusive of applicable codes and standards but is presented for the Contractors convenience.

The advisory circulars are available online at:

https://www.faa.gov/regulations_policies/advisory_circulars/index.cfm/go/document.list?display=current&q=

100-3.5 LISTED AND LABELED.

a. All materials shall be new and free of defects and shall be U.L. listed, bear the U.L. label or be labeled or listed with an accepted, nationally recognized Electrical Testing Agency. Where no labeling or listing service is available for certain types of equipment, test data shall be submitted to prove to the Engineer that equipment meets or exceeds available standards. All U.L. listed material shall be used only for the intended purpose.

100-3.6 UTILITY COMPANY FEES, CHARGES, AND COSTS.

a. It is the Contractor's responsibility to contact the applicable Utility Company(s) to determine if any fees, charges or costs will be due the Utility Company(s) as required by the Utility Company(s) for temporary power, installations, hook-ups, etc. This fee, charge or cost shall be included in this Contractor's price.

100-3.7 TESTING – QUALITY CONTROL.

a. Systems shall be tested by the Contractor, in the presence of the RPR, and placed in proper working order prior to demonstrating systems to the Owner. Refer to the requirements in each item for other applicable standards.

b. Provide all tests as required, per the Contract Documents and submit all test reports to the RPR. Costs of all testing shall be borne by the Contractor and shall be considered incidental to the respective pay item of the tested item. The Contractor shall perform all Quality Control in accordance with the Contract Documents and the Contractor's Quality Control Plan General Conditions. The Owner will perform Quality Assurance/Acceptance.

c. After work is completed a load balance test shall be made to demonstrate that with full lighting and mechanical load the balance between phases is within 5%. Unbalance beyond this limit shall be corrected.

d. Perform such tests as required by AHJ over the site.

e. Testing methods shall be acceptable to the Engineer and shall be submitted to the RPR for review, a minimum of thirty (30) days prior to the scheduled test.

100-3.8 LAMINATED PHENOLIC PLASTIC NAMEPLATES.

a. Contractor shall provide nameplates for wiring systems and equipment as called for herein. All nameplates shall have beveled edges and one-half inch (1/2") lettering. If equipment is smaller than ten inches by six inches (10"x 6"), one-quarter inch (1/4") lettering may be used. Smaller lettering may be used with permission of the RPR.

b. Nameplates shall be laminated phenolic plastic, black front and back with white core, with lettering etched through the outer covering. White engraved letters on black background. Emergency systems shall use red front and back with white core for nameplates. Attach nameplates with stainless steel pop rivets, sealed with clear silicon caulk. Adhesive may be used only on panelboard interiors. Where conditions do not warrant piercing the enclosure "LOCTITE" brand adhesive or accepted equivalent may be used with permission of the RPR.

c. Coordinate nameplates with Contract Documents and submit 1 to 1 scale detail of all nameplates to RPR for review.

d. All electrical equipment, enclosures, pull boxes and all similar items in the sole opinion of the RPR shall be equipped with nameplates. Examples are all constant current regulators, motors, pushbutton stations, hand holes, pull boxes, junction boxes, manholes, control panels, system cabinets, terminal cabinets, time switches, disconnect switches, panelboards, circuit breakers, contactors, relays, high voltage boxes and cabinets. Special electrical systems shall be identified at junction and pull boxes, terminal cabinets and equipment racks.

e. Nameplates shall adequately describe the function of the particular equipment involved. Where nameplates are detailed in the Contract Documents, inscription and size of letters shall be as shown. Nameplates for panelboards and switchboards shall include the panel designation, panel name, source(s) of power and voltage and phase of the supply. For example, "Equip YY, Panel A, fed from Panel XYZ, 480/277V, 3-phase, 4-wire." The unique name of a particular piece of equipment shall be used consistently on all nameplates referencing that particular piece of equipment. Equipment name/numbers utilized shall be consistent throughout the entire system. When equipment has multiple sources of power, all sources of power shall appear on the nameplate. Power source descriptions shall contain as a minimum the information listed above. Nameplates shall include as a minimum the following.

1. Equipment Number
2. Equipment Name
3. Power Source(s)
4. Voltage Level and number of phases (for each power source)

f. Panelboard and distribution panels shall have each breaker position identified with phenolic labels.

g. All major pull and junction boxes in service areas, tunnels, above accessible ceilings and in accessible chases shall have nameplates identifying the feeder or system. This shall include the access cover on lighting pole bases.

h. Systems with conductors exceeding 100 volts to ground shall have voltage identification nameplates with one-half inch (1/2") high letters on all panels, switches, pull boxes and junction boxes.

100-3.9 CONCRETE WORK.

a. Concrete bases and pads for all equipment furnished by Contractor shall be the responsibility of Contractor unless noted otherwise.

b. Furnish and install reinforced concrete pads for transformers, switchgear, and motor control centers, etc. of size as shown in the Contract Documents. Chamfer the top edges 1". Trowel all surfaces smooth, provide broom finish where noted. Reinforce the pads as shown in the Contract Documents.

c. Concrete equipment pads shall be installed by tradespersons skilled in concrete work. Equipment pads shall be level within one-eighth inch (1/8") in 10 feet (10'). Equipment pads not meeting the previous requirements shall be removed and replaced at the Contractor's expense.

d. The Contractor shall furnish all equipment anchor bolts and shall be responsible for their proper installation and accurate location.

100-3.10 EXCAVATING, TRENCHING AND BACKFILLING.

a. This Contractor shall do excavating necessary for light bases, underground wiring, conduit, duct banks and other underground work and shall backfill trenches and excavations after work has been inspected. Care shall be taken in excavating that walls and footings and adjacent load bearing soils are not disturbed in any way, except where lines must cross under a footing, pad or other structural item. Where a line must pass under a footing, pad or other structural item the crossing shall be made by the smallest possible trench to accommodate the conduit/duct. Excavations shall be kept free from water. No greater length of trench shall be left open in advance of conduit/duct installation than that, which is authorized or directed by the RPR.

b. Roots shall be removed to a level of eighteen (18") below finished grades and deeper as required for conduit/duct runs, manholes and light pole bases. No roots shall be allowed to remain under the work.

c. Backfill about the work shall be placed, where practical, as the work of construction progresses. Backfilling on or against concrete work shall be done only when directed. Backfilling of conduit/duct lines shall progress as rapidly as the testing and acceptance of the finished items of the work will permit and shall be carried to a crown approximately six inches (6") above the existing grades. In backfilling around conduit/duct lines, selected material shall be compacted firmly around the conduit/duct. Fill and backfill shall be clean and free from vegetable matter and refuse.

d. All loose materials shall be removed from all excavations for electrical items. The bottom of the excavation shall be compacted to the following criteria:

SOIL TYPE	DESIGN AIRCRAFT GROSS WEIGHT	TEST STANDARD	UNDER PAVEMENT	IN TURF
<30% RETAINED ON ¾" SIEVE	>60,000 LBS	ASTM D1557	100%	95%
<30% RETAINED ON ¾" SIEVE	≤60,000 LBS	ASTM D698	100%	98%
>30% RETAINED ON ¾" SIEVE	>60,000 LBS	AASHTO T-180	100%	95%
>30% RETAINED ON ¾" SIEVE	≤60,000 LBS	AASHTO T-99	100%	95%

Backfill shall comply with the same compaction requirements.

e. All trenches and other excavation left open by necessity shall be barricaded and guarded as required by OSHA or applicable codes and regulations.

100-3.12 WELDING.

a. All welding and weld procedures shall be in accordance with AWS D1.1, Latest Edition. Qualifications of welders and welding operators shall be in accordance with AWS D1.1, Latest Edition. The welder qualification test shall be performed on a 1" A-36 Test Coupon in the 3G and 4G positions. The welder qualification shall be current within 12 months of the work being performed. Weld inspections shall be per the criteria set forth in AWS D1.1 for visual weld inspection.

100-3.13 ELECTRONIC DRAWING FILES.

a. Electronic versions of the Contract Documents may be available for the Contractors use. Please be advised that Engineer cannot be held responsible for third party use of this information, and furthermore, that this information is supplied as a professional courtesy. This applies to all electronic data files transmitted on behalf of Engineer to third parties.

b. The files are without warranty as to performance, accuracy, or freedom from error, or as to any results generated through their use at any time. Written dimensions in file, details, specifications take precedence.

c. The files being transmitted are the intellectual property of Engineer and as such are protected by the copyright laws of the United States. The files are being transmitted for the single use on this project only.

d. The electronic files provided are non-sealed and unofficial versions of the Contract Documents that have been created by the Engineer. The electronic files are provided only for the convenience of explicitly authorized users.

e. The hard copy Conformed Documents that have been provided are the only official documents that may be relied upon for accurate presentation. The electronic files provided will be at the authorized user's risk and does not pose any risk or liability to the Owner or Engineer.

f. Engineer does not guarantee or warrant the authenticity of electronic files. The authorized users agree and recognize that the electronic files may unintentionally become corrupted or modified without the authorization of the Engineer.

g. Written dimensions will govern over scaled values.

h. AutoCAD files were developed using base files provided by others.

i. Variations in printer drivers may cause the electronic file presentation to vary considerably.

DESIGNATION OF MATERIALS

100-4.1 DESIGNATION OF MATERIALS.

a. Where equipment or materials are specified using the name and catalog number of one manufacturer, that equipment or material specified shall set the quality and functionality of the item. Equivalentents accepted by the Engineer will be acceptable.

b. Where equipment or materials are specified using the name and catalog number of more than one manufacturer, that equipment or material shall be one of those specified. No alternative will be acceptable.

c. Where no brand name is specified, the source and quality shall be subject to the Engineer's review and acceptance.

d. When a product is specified to be in accordance with a trade association or government standard, at the request of Engineer, Contractor shall furnish a certificate that the product complies with the referenced standard. Upon request of the Engineer, the Contractor shall submit supporting test data to substantiate compliance.

e. The Engineer shall be the sole judge of whether the proposed "equivalent" is suitable for use in the work.

f. The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, shown in the Contract Documents.

g. Each Bidder represents their bid is based upon the materials and equipment described in the Contract Documents.

PROTECTION OF MATERIALS, EQUIPMENT AND WORK

100-5.1 PROTECTION OF MATERIALS, EQUIPMENT AND WORK.

a. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though accepted before storage, shall be subject to reinspection prior to their use in the work. The Contractor shall coordinate the storage of all materials with the RPR.

b. The Contractor shall protect electrical raceway, cable, lighting fixtures, associated support systems, and all other electrical items against damage from movement of equipment and material, welding, flame cutting, and other construction damage. Raceways and supporting structures for raceway and lighting fixtures shall not be used as access scaffolding at any time. Whenever welding or flame cutting operations occur above or near raceways, cables lighting fixtures, etc. not shielded from such operations by concrete floor or other protective covers, the Contractor shall protect the items from damage by means of fireproof boards or blankets. Damaged materials shall be repaired or replaced, by and at the Contractor's expense, subject to the RPR's direction and acceptance.

c. Surfaces of most equipment, such as panels, switchgear, transformers, constant current regulators (CCR) and circuit breakers, are finished at the factory. Great care shall be exercised to prevent damage to this original finish during installation of the equipment and during construction work.

d. If the factory finish is damaged during construction, the entire surface of the damaged component shall be refinished by and at the expense of the Contractor.

e. The refinished surface shall be equivalent in every respect to the original surface, including color, texture and smoothness. Refinishing paint, if furnished with the equipment, may be used; otherwise, the paint shall be obtained from the equipment manufacturer.

f. All cut edges of galvanized materials and marred or scratched galvanized surfaces shall be repaired using LPS-1G cold galvanizing compound or accepted equivalent.

GENERAL CONSTRUCTION REQUIREMENTS

100-6.1 GENERAL CONSTRUCTION REQUIREMENTS.

a. Provide the bracing, shoring, rails, guards, and covers necessary to prevent damage or injury. Do not leave energized electrical items exposed or unprotected. Protect personnel from exposure to contact with electricity. Deliver equipment and materials to the job site in their original, unopened, labeled containers. Store ferrous materials to prevent rusting. Store finished materials and equipment to prevent staining and discoloring.

b. Maintain separation between stainless steel items and carbon steel items to prevent contamination of stainless-steel item and subsequent rust stains on stainless steel item.

c. All sheeting, shoring, dewatering and cleaning necessary to keep trenches and their grades in proper condition for the work to be continued, including the removal of water by mechanical means, shall be the Contractor's responsibility.

METHOD OF MEASUREMENT

100-7.1 METHOD OF MEASUREMENT.

a. The items described in Item SP-100 are incidental to other pay items and shall not be measured for payment.

BASIS OF PAYMENT

100-8.1 BASIS OF PAYMENT

a. No direct payment shall be made for the work described in Item SP-100. The work described in Item SP-100 is incidental to other items and shall be paid for in the respective bid item of which it is a component part.

END OF ITEM SP-100

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**ITEM SP-104 GENERAL ELECTRICAL SAFETY REQUIREMENTS AND TEMPORARY
AIRFIELD LIGHTING**

DESCRIPTION

104-1.1 PURPOSE:

a. The purpose of this item is to assist in establishing the proper safety guidelines necessary to protect aircraft, passengers, crews, the general public, Owner, Engineer, all workers and vehicles involved in their daily tasks.

b. The Contractor is solely responsible for all issues related to the safety program and guidelines and implementation of such programs and guidelines necessary to protect aircraft, passengers, crews, the general public, Owner, Engineer, all workers and vehicles involved in their daily tasks.

c. The Contractor shall comply with FAA Advisory Circulars, FAA Engineering Bulletins, specific airport requirements, OSHA 29CFR1910, OSHA 29CFR1926 and NFPA 70E as minimum requirements.

104-1.2 REFERENCED STANDARDS AND CODES:

a. All applicable requirements of the below listed advisory circulars, codes, standards and related reading, as a minimum, shall be compiled with:

1. AC 150/5200-18, Airport Safety Self-Inspection
2. AC 150/5210-5, Painting, Marking and Lighting of Vehicles
3. AC 150/5340-1, Standards for Airport Markings
4. AC 150/5340-18, Standards for Airport Sign Systems
5. AC 150/5340-26, Maintenance of Airport Visual Aid Facilities
6. AC 150/5340-30, Design and Installation Details for Airport Visual Aids
7. AC 150/5370-2, Operational Safety On Airports During Construction
8. 29 CFR Part 1926/1910, Occupational Safety and Health Standards
9. NFPA 70, National Electrical Code
10. NFPA 70E, Standard for Electrical Safety in the Workplace
11. ANSI C2, National Electrical Safety Code

The Contractor is responsible for obtaining and using the latest edition of the referenced documents. This list is not all inclusive but is offered as a convenience to the Contractor. The advisory circulars are available online at:

https://www.faa.gov/regulations_policies/advisory_circulars/index.cfm/go/document.list?display=current&q=

104-1.3 GENERAL SAFETY PROVISIONS:

a. Contractor shall take safety and health measures in performing work under this contract. Contractor shall meet with the Engineer and Owner to develop a mutual understanding relative to administration of the safety plan. The Contractor is subject to and shall comply with all applicable federal, state and local laws, regulations, ordinances, codes and orders relating to safety and health in effect on the date of this contract. Where the contract general conditions, special provisions or other parts of the Contract Documents also apply, the stricter of the documents shall govern.

b. As a minimum workplace safety shall comply with NFPA 70E, Standard for Electrical Safety in the Workplace, OSHA, federal, state and local requirements. Where a conflict in requirements occurs the most stringent requirement shall govern.

c. During the performance of work under this contract, the Contractor shall comply with procedures prescribed for control and safety of persons visiting the project site.

d. Contractor is responsible for the Contractor's personnel and for familiarizing each of the Subcontractors with safety requirements.

e. Contractor shall advise the Engineer of any special safety restrictions established so that Owner and Engineer personnel can be notified of these restrictions.

f. The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the work and all other persons (including but not limited to the general public) who may be affected thereby,

2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site,

3. Other property at the site, adjacent thereto, or utilized by the Contractor including but not limited to trees, shrubs, lawns, walks, pavements, structures, underground facilities, and other utilities not designated for removal, relocation or replacement in the course of construction regardless of whether or not such other property is indicated in the Contract Documents.

g. The installation and/or removal of lighting equipment may be critical to airport operations; therefore, the Contractor shall follow work schedules established in the Contract Documents or as directed by the RPR. The system shall be installed in accordance with the Contract Documents, FAA criteria, the National Electrical Code and/or federal, state, or local code requirements.

h. The Contractor shall generate and submit for approval A Maintenance of Power Plan for all electrical services impacted by this project. The Contractor shall always maintain power (permanent or temporary) to all FAA and airport owned facilities during this project. Power outages may be scheduled at the FAA and Owners convenience. Scheduling and duration of any power outage is at the sole discretion of the power system owner. Cost of maintenance of power and all necessary materials, labor transportation, supervision, coordination and all appurtenances shall be considered incidental to the SP-104-1 or SP-104-2 pay items.

i. The Contractor shall provide temporary wiring as required to reconnect existing circuits to provide guidance for aircraft to pass through the construction areas on those taxiways/runways, which must remain open. The Contractor, in conjunction with the Owner's Maintenance Department, shall perform a visual lighting check of all lighting circuits within the Contractor's area of responsibility before dark each day (or at additional times as designated by the RPR) to assure that they are fully functional. In the event of failure, the Contractor shall immediately take steps to restore operation.

104-1.4 FIRE PREVENTION AND PROTECTION:

a. All tools producing sparks or heat, open-flame heating devices, operations utilizing such devices, etc. shall be in accordance with the airport fire department and airport "Burn Permit Procedures". Work shall not start until all requirements of the burn permit procedures are met

b. Open fires, salamanders and open-flame heating devices will not be permitted except by special approval in writing. Such permission will not be granted unless the Contractor has taken reasonable precautions to make such devices safe. Burning trash, brush or wood on the project site will not be permitted. Approval for open fires and open-flame heating devices will in no way relieve the Contractor from the responsibility for any damage incurred because of fires.

c. Flammable liquids shall be stored and handled in accordance with NFPA and OSHA requirements.

d. Smoking shall not be permitted within the AOA or in areas such as paint storage, fuel storage, and posted no smoking areas.

e. Welding, flame cutting, melting and other such operations in all operating areas, shall not be permitted until approved at the beginning of each workday by the RPR. The RPR may approve longer periods of time for welding and burning in some operating areas if the detailed safety procedures are established beforehand. Operating open flame devices shall not be left unattended in any area.

f. Contractor shall provide the necessary firefighting equipment, fire prevention methods and fire watch.

g. A Contractor's employee shall be assigned as fire watch for every welding and burning operation. The fire watch shall be properly trained in firefighting techniques and the operation of the fire extinguishers. The fire watch shall be equipped with two full 15-pound Class A, B & C fire extinguishers and shall check all areas around and below the welding or burning operation for fires. The fire watch shall continue this check for at least 60 minutes after the completion of the welding or burning operation.

h. Contractor shall discontinue all burning, welding, or cutting operations, one hour prior to the end of the normal workday. Contractor shall provide a fire watch to remain at the site for one hour after discontinuing these operations. This fire watch shall make a thorough inspection of the area for possible sources of latent combustion. Any unsafe conditions shall be corrected.

i. During operations involving possible fire hazard, the Contractor shall notify the RPR and not proceed until clearance is obtained in writing. The RPR may request a standby from the Fire Station. However, this does not relieve the Contractor of responsibility for welding and cutting safety.

j. Clean up of scrap materials and waste of this Contractor shall be completed as a minimum daily or more often as required to maintain airport operations.

104-1.5 TEMPORARY EXITS AND ENTRANCES:

a. Such passageways shall provide adequate fire protection and safety of Owner personnel and representatives.

104-1.6 SWITCHING:

a. Electrical switching required for clearance to work on equipment operating from electrical circuits will be performed only by Owner personnel authorized as safety operators for the specific equipment or as specifically authorized by the Owner.

104-1.7 REMOVAL OF EQUIPMENT:

a. When permanently removing equipment, the electrical wiring, conduit/duct and control boxes shall be removed to the source of feed, unless otherwise specified or indicated.

b. After equipment has been removed, the electrical wiring diagrams, schematics, etc., shall be marked to show the change.

c. Conduit/duct not removed shall have a pull string installed.

104-1.8 OTHER SAFETY REQUIREMENTS:

a. Temporary wiring shall comply with NEC. Indiscriminate use of extension cords, portable cable or junction boxes creating tripping hazards as well as overloaded circuits will not be permitted.

b. Unplug or disconnect energy source of power tools when not in use.

c. Before maintaining or repairing any electrical equipment, it shall be disconnected from the power source.

d. Do not use any equipment that has frayed cords or three-wire plugs that have had the grounding prongs removed. Faulty equipment and tools shall be repaired by a qualified person.

e. Do not use metal ladders when working on electrical equipment.

104-1.9 EXISTING UTILITIES:

a. The Contractor is solely responsible for the location of all existing utilities within the project limits. Prior to initiation of any construction in the field, the Contractor shall provide a written notice (return receipt requested) to each of the utility companies, along with the various airport departments and Florida Sunshine One Call as prescribed by state law. The Contractor shall provide the Owner and Engineer with a copy of the receipt of said written notification to each of the utility companies or airport departments. This requirement is in addition to any other state laws regarding public notification prior to excavation.

EXCAVATION

104-2.1 EXCAVATION OPERATIONS:

a. Prior to any excavation or demolition, the Contractor shall obtain an "Airport Dig Permit".

b. Methods of excavation, means of earth support, and manner of backfill shall be conducted with consideration for the safety of persons and work, and prevention of damage to adjacent pavement, utilities, structures and other facilities, due to settlement, lateral movement, undermining and washout. Minimum requirements for trench shoring and bracing shall be in accordance with OSHA, State and local requirements. Excavation shall be performed in a manner to prevent surface water and subsurface or groundwater from flowing into excavations, and to prevent water from flooding conduit/duct trench and adjacent or surrounding area.

PROTECTION OF WORK

104-3.1 PROTECTION OF WORK:

a. Provide adequate stand-by mechanical equipment for emergency use.

b. Excavations shall have substantial barricades and be posted with warning signs for the safety of persons. Warning lights shall be provided during hours of darkness.

c. Barricades shall be erected immediately around manhole openings when covers are opened/removed.

d. Prior to performing any excavation work or any surface penetrations 6 inches or deeper (such as driving stakes more than 6 inches in the ground) on any ground surface, for personnel

safety and to prevent possible interruption of major utility services encountered during excavation, the following procedures shall be followed:

1. Refer to 104-1.9.
2. The Contractor shall obtain from the RPR, local utilities, etc., the current up-to-date subsurface utility drawing of the particular area to be worked on.
3. All agencies/utilities, etc. that may be affected by the excavating shall be contacted by the Contractor so that all lines, pipes, etc. can be marked/staked. The Contractor shall be responsible to maintain the utility locate markings.
4. The Contractor shall stake out subsurface high voltage cables, communication cables, pipelines, all subsurface utilities, etc., indicated within the scope of the work contemplated. All subsurface utilities shall be located by hand digging; hand digging shall extend for 5 feet on both sides of the subsurface utility. Hand digging and protection of existing systems shall not be paid for separately but shall be considered incidental to the item being installed.
5. After hand exposure of cable or pipelines, the Contractor shall obtain agreement from the RPR, AHJ, Agency/Utility on how much closer to cable or pipe the excavations can be permitted.
6. Detectable printed mylar foil warning tape, color coded, printed with the words "CAUTION ELECTRIC LINE BELOW," red, "CAUTION COMMUNICATION LINE BELOW," orange, "CAUTION WATER LINE BELOW," blue, "CAUTION FUEL LINE BELOW," yellow, etc., shall be installed over the buried utilities. Material and installation of detectable tape shall be in accordance with L-110.
7. Contractor shall notify the RPR, 72 hours prior to the start of excavation work or surface penetration, to enable the RPR to review measures being taken to prevent hazard to employees and to prevent possible damage to subsurface utilities. Where emergency conditions preclude the 72 hours advance notification, Contractor shall nevertheless inform the RPR of the Contractor's intention to initiate work prior to actual start of activity.
8. After all underground utilities have been located and staked, the Contractor shall proceed with excavating work, or other surface penetration work. The Contractor, however, shall temporarily halt any machine excavation work or other surface penetration when approaching within 5 feet of the staked-out cable or pipeline, until Contractor has hand excavated down to expose the underground utility to exactly fix its location.
9. No digging, dirt moving, or other heavy equipment shall physically enter any construction area before all FAA utilities, airport utilities and all other underground utilities have been located and properly staked out. It is the Contractor's responsibility to locate all utilities before digging, sawing, coring, boring, etc. Any damage caused by digging, sawing, boring coring, etc., is the Contractor's responsibility for repair. Any damage must be reported immediately to the RPR. No repair shall be attempted without approval.
10. All electrical cables shall be disconnected before excavation is attempted.

11. Provide minimum of 48" undisturbed earth cover or 1" thick steel plate over electrical conduit/duct, cables or other utilities when heavy equipment is being used in the area to protect underground systems/utilities. In addition, protect utilities in accordance with AHJ requirements.
12. The requirements listed above shall be considered incidental to the item for which the excavation is required.
13. A written description of the utility protection measures shall be submitted to the RPR for review by the Owner, FAA and AHJ.

SAFETY TAGGING AND LOCKOUT

104-4.1 SAFETY WITH ELECTRICAL CIRCUITS AND EQUIPMENT:

- a. No one may work on an energized circuit without written permission from the Contractor's On-Site Supervisor. The Contractor's On-Site Supervisor shall review the circumstances and the necessary safety precautions with the RPR, prior to giving permission for the energized work. The Contractor assumes all liability in connection with any work on energized circuits.
- b. No one may disconnect or cause to be disconnected any electrical circuit before permission is requested from and granted by the Owner or authorized representative through the RPR.
- c. Identification markings on light and power circuits shall not be relied on for establishing electrically safe work conditions. Always verify the proper safe "deenergized" conditions with properly operating test equipment.
- d. Before any circuit supplying radar, ILS, weather, VORTAC, airport beacon, runway/taxiway lighting equipment or any other equipment is disconnected, permission must first be granted by the systems Owner or authorized representative, and, if applicable, FAA Sector Field Office and the Airport's Air Traffic Control Tower. After permission is granted, the following requirements must be complied with. **THE FAA REQUIRES 45 DAY NOTICE PRIOR TO WORKING ON OR DISTURBING FAA CABLES OR EQUIPMENT.**
- e. As a minimum the LOCK OUT/TAG OUT (LOTO) procedure shall comply with the Owner's requirements, OSHA1910.147, OSHA1910.147 Appendix A and NFPA 70E. If conflicts between standards arise the stricter requirement shall apply.
- f. Comply with OSHA 1910.333, Selection and Use of Work Practices.
- g. A qualified person shall perform a hazard risk assessment, job safety plan, and job briefing in accordance with NFPA 70E.
- h. A qualified person shall create an Electrically Safe Work Condition in accordance with NFPA 70E.

i. Restoration shall be accomplished in a safe manner and locks/tags removed only by the Electrical Contractor's qualified person who placed the locks and tags in the presence of the Owner or authorized representative. Should the qualified person who placed the lock/tag not be available, see OSHA 1910.333(b)(2)(v)(C).

j. The Owner or authorized representative shall record time, date and operational status of circuit after restoration.

k. Electrical circuits and apparatus shall be operated at these facilities only by qualified persons and authorized personnel.

l. The RPR shall be provided contact names and phone numbers for two qualified persons (one as primary, one as backup) to provide for removal or addition of any Contractor LOTO work during off hours. The qualified person(s) shall respond onsite within one hour of initial contact.

104-4.2 TEMPORARY AIRFIELD LIGHTING AND SIGNAGE:

a. Temporary airfield electrical fixtures and conductors are allowable when necessary, but shall be installed as follows:

1. Temporary lights shall be bolted to the pavement in a manner rendering the light stationary and allowing space for conductors to enter or exit and to be spliced.

2. When the above is not practical, lights shall be fastened to a weighted object adaptable for the purpose and of sufficient weight to inhibit movement by jet engine blast.

3. Temporary conductors supplying temporary lights shall be installed in a rigid galvanized steel conduit system and secured every five feet to prevent movement by jet engine blast. See temporary airfield lighting details.

4. All joints or splices in temporary conductors shall have heat shrink tubing with integral sealant or tape applied to secure mechanical and electrical connection and prevent water entry.

5. All temporary plug-in connections shall comply with the permanent wiring detailed in L-108 and the wiring details.

6. Temporary lights and signage shall conform as closely as possible to permanent locations normally on the taxiway or runway but shall guide aircraft in a safe path. Please refer to the temporary airfield lighting details provided in the Contract Documents for additional requirements.

b. Closed taxiways and runways shall be blacked out in a manner acceptable to FAA, RPR and Airport Operations and said black/out/markings/lighting shall be kept in acceptable condition.

1. The required method of temporarily bypassing a fixture is to unplug and bypass the primary side of the L-830 isolation transformer.

2. Alternately, pipe sleeves may be used to obscure the elevated edge lights. Pipe sleeve length shall be of sufficient length to block all light output and to prevent any light leakage.

3. In extreme circumstances and with written permission of the Engineer, no more than 5% of the fixtures in each airfield lighting circuit may be unplugged from the L-830 isolation transformer secondary or have the lamp removed. If at any time a larger number of fixtures are required to be bypassed (or have the lamp removed); the L-830 isolation transformer secondary shall have a shorting device installed.

4. During runway closures the respective runway's mandatory signs shall remain operational.

5. During runway closures the respective runway's approach lighting systems (PAPI, REIL, MALSR, ALSF, etc.) shall be turned off.

6. Airfield signs providing directions to closed areas shall be covered (black out). No stray light may be emitted from the covered portions of the sign. The signs shall be covered with 3/8" thick exterior plywood panels. The plywood panels shall be painted black and shall be banded to the sign. Please refer to the temporary airfield lighting details provided in the Contract Documents for additional requirements.

7. Areas closed to aircraft shall not be lighted (black out). The Contractor shall ensure that lighting in the closed areas cannot be inadvertently energized.

8. Adequate lighting in the opinion of the Engineer or Airport Operations shall be provided to delineate the active and closed areas of the AOA.

c. **CAUTION:** The series lighting circuit must always be complete before a regulator is energized. Normal circuit voltage is less than 5,000 volts; open circuit voltage can approach 10,000 volts. All personnel shall be instructed to protect the integrity of the lighting circuit. Turn off and lock out/tag out the regulator at the vault before opening the circuit. Continuity of the circuit shall be checked before the regulator is reconnected and reenergized.

d. The installation and/or removal of lighting equipment is critical to airport operations; therefore, the Contractor shall follow work schedules established in the Contract Documents or as directed by the RPR. The Contractor shall attend weekly coordination meetings with Airport Operations for the duration of the contract. The system shall be installed in accordance with applicable FAA Advisory Circulars, the National Electrical Code and/or other federal, state or local requirements.

e. The Contractor shall provide temporary wiring as required to reconnect existing circuits to provide guidance for aircraft to pass through the construction areas on those taxiways/runways, which must remain open. The Contractor shall bypass or otherwise render inoperative those portions of the runway/taxiway lighting circuits in closed areas of the airfield.

f. All runways/taxiways not closed for construction shall have fully operable airfield lighting systems using the airport airfield lighting control system. The Contractor shall coordinate the temporary airfield lighting requirements for each phase with the RPR. The Contractor shall submit

a temporary airfield lighting plan to the RPR two weeks prior to the need for the temporary airfield lighting. The RPR will coordinate the plan with the airport and FAA. The Contractor shall make revisions/corrections to the temporary airfield lighting plan as required by the RPR.

g. Existing conditions may vary from the existing information shown in the Contract Documents. The Contractor's means and methods and sequence of construction within a specific phase is determined by the Contractor. Therefore, the temporary airfield lighting plan in 4.2.f above is the Contractor's responsibility. The Owner and Engineer will provide reasonable assistance to the Contractor.

h. It shall be the Contractor's responsibility to determine that all airfield lighting circuits, except those that are serving closed taxiways or runways, are fully functional, using tower controls, at the end of each work shift and shall so certify to the RPR at the end of each shift. The Contractor shall not leave the work area until the RPR has confirmed circuit operation. The certification shall be provided to the RPR at 4:00 PM and one hour before sunset. Second shift report shall report one hour before sunset. Any other shift shall report one hour prior to the need for airfield lighting or as determined by the RPR. Should bad weather cause poor visibility the RPR may require additional status reports of system operability and may call for the operation of the airfield lighting system at any time. In the event of airfield lighting system failure, the Contractor shall immediately take the necessary steps to restore proper operation of the airfield lighting system.

i. During runway closures the respective runway's mandatory signs shall remain operational.

j. It shall be the Contractor's responsibility to determine that all airfield lighting and signage circuits serving closed taxiways or runways (except runway mandatory signs) are turned off, bypassed as previously described or completely obscured at the end of each work shift and shall so certify to the RPR at the end of each shift. The Contractor shall not leave the work area until the RPR has confirmed the closed area is properly blacked out.

k. The Contractor shall check the status of the temporary airfield lighting/signage and black out equipment on a daily basis. The Contractor shall provide temporary airfield lighting/signage and black out maintenance and support on a 24 hour a day, seven days a week basis for the duration of the project. The RPR shall be provided contact names and phone numbers for two persons (one as primary, one as backup) to provide maintenance or to meet temporary airfield lighting/signage and black out needs during off hours. The designated person shall respond onsite within one hour of initial contact.

l. Whenever the scope of work requires connection to an existing circuit, or should the scope of work involve working adjacent to or near an existing circuit, and the work could have any impact on the existing circuit, the circuit's insulation resistance shall be tested, in the presence of the RPR. The test shall be performed in accordance with Item SP-111 and prior to any activity affecting or impacting the respective circuit. The Contractor shall record the results on forms included in SP-111. When the work affecting the circuit is complete (or at end of shift prior to energization), the circuit's insulation resistance shall be checked again, in the presence of the RPR. The Contractor shall record the results on forms included in SP-111. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if

necessary, shall be borne by the Contractor. The Contractor shall measure and record the insulation resistance of ALL airfield lighting circuits prior to starting any work. All test results shall be submitted in the Operation and Maintenance (O&M) Manual.

m. Should the Contractor fail to perform the tests prior to starting work, the Contractor shall be responsible to bring the impacted circuits to a minimum 50 megohm insulation resistance value or higher value in conformance with any previous airport test records.

n. Provide temporary wiring to permit operation of lighting circuits associated with each phase of construction. Temporary cable connections shall be made in airfield lighting circuits when permanent wiring cannot be completed during daylight hours.

o. The Contractor shall furnish, install and maintain hazard marking and lighting to identify closure areas, open manholes, small areas under repair, stockpiles, and other construction related areas hazardous to aircraft or personnel.

p. The Contractor is responsible for operating all temporary circuits within their rated capacity.

q. The cost of temporary and reconnected airfield lighting/power shall be considered incidental to the pay items provided within the Contract Documents.

104-4.3 TEMPORARY ELECTRICAL AND LIGHTING INSTALLATION:

a. Temporary electrical and/or lighting fixtures shall be provided in operational areas of buildings where required to maintain public safety and continued airport operations.

b. Provide temporary roadway lighting on airport roads and detours during construction. Design installation and removal of temporary systems shall be the responsibility of the Contractor. Light levels shall be 1.0 maintained foot-candles on the traveled part of the roadway. Lighting under the bridges during construction shall have a metal halide or other white light source, providing a maintained light level of 2.0 foot-candles. Maximum to minimum uniformity ratios shall be 10:1.

c. Temporary lighting must be installed to ANSI/OSHA standards for impacted area. Light levels shall also meet the requirements of the Illuminating Engineering Society for the type of task being performed.

d. Temporary installations shall comply with the NEC and shall be acceptable to the Owner, RPR or authorized representative.

e. The cost of temporary and reconnected area/building lighting/power shall be considered incidental to the pay items provided within the Contract Documents.

104-4.4 MISCELLANEOUS REGULATIONS:

a. Electrical main distribution panels, branch circuits panels, control panels, etc., may have their front covers removed for access to live parts. Access to live parts shall be guarded/barricaded in accordance with NFPA 70E.

- b. Draw-out type breakers, regardless of operating voltage must be drawn completely out to open position and tagged and locked out per 104-4.1.
- c. In hazardous locations, regardless of class, all electrical tools and extension cords shall be of a type accepted for use in such areas.
- d. No counterpoise/grounding conductors may be joined, connected, or affixed to any terminal, grounding electrode, or other point of attachment by any method except exothermic welding, or accepted equivalent. See Item L-108.
- e. All counterpoise or grounding systems, when damaged, shall be immediately reported to the RPR. Once the repair/replace procedure has been accepted by the RPR the Contractor shall immediately repair/replace the counterpoise or grounding components.
- f. No high voltage switch shall be engaged or disengaged under load.
- g. All backhoes, cranes, etc., shall be enclosed by safety pylon or other markers and rope festooned by accepted safety tapes.
- h. All security gates in use by Contractors are the responsibility of the Contractor and must be used in a fully secure manner. Any damage to a security gate shall be reported immediately to the RPR.

104-4.5 TEMPORARY COMMUNICATIONS/CONTROL:

- a. Temporary communication and control systems shall be provided in operational areas of buildings where required to maintain public safety and continued airport operations. Temporary communication and control systems shall be as described in the Contract Documents.
- b. The cost of temporary and reconnected communication and control shall be considered incidental to the pay items provided within the Contract Documents.

METHOD OF MEASUREMENT

104-5.1 METHOD OF MEASUREMENT:

- a. Except for the two pay items described below all other items shall be considered incidental to other items and shall be included with its applicable system.
- b. Temporary Power & Temporary Airfield Lighting/Signage/Navigational Facilities shall be measured as a lump sum item.

**KISSIMMEE GATEWAY AIRPORT GENERAL ELECTRICAL
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL**

**SAFETY REQUIREMENTS AND
TEMPORARY AIRFIELD LIGHTING
SP-104**

BASIS OF PAYMENT

104-6.1 BASIS OF PAYMENT:

a. Except for the two pay items, as described below, no direct payment shall be made for the work described in this section. The work described in this section is incidental to other items and shall be paid for the respective bid item of which it is a component part.

b. Temporary Power & Temporary Airfield Lighting/Signage/Navigational Facilities payment shall be made at the contract lump sum price for the required work. This item shall include all testing, troubleshooting, maintenance and other consequential work required to maintain the temporary power, and temporary airfield lighting, signage, and Navigational Facilities as impacted by this Contract. This price shall be full compensation for all planning, supervision, furnishing all material, labor, transportation, services, equipment, utility company fees and for all preparation, removal of the temporary materials and equipment and for all labor, equipment, tools and all incidentals required to furnish and install Temporary Power and Temporary Airfield Lighting, Signage, and Navigational Facilities in accordance with the Contract Documents. This item includes all excavation, backfill, cable, conduit and other materials and appurtenances necessary to complete these items.

Payment will be made under:

Item SP-104-1	Temporary Power & Temporary Airfield Lighting/Signage/Navigational Facilities	-- Lump Sum (LS)
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END OF ITEM SP-104

KISSIMMEE GATEWAY AIRPORT GENERAL ELECTRICAL
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

SAFETY REQUIREMENTS AND
TEMPORARY AIRFIELD LIGHTING
SP-104

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ITEM SP-105 ALTERATIONS, REMOVAL AND DEMOLITION

PART 1 – GENERAL

105-1.1 GENERAL:

A. This item shall apply to all electrical work contained within the Contract Documents. Where the contract general conditions, special provisions or other parts of the Contract Documents also apply, the stricter of the documents shall govern.

B. Alterations shall mean any change or rearrangement in the component parts, including structural, mechanical, and electrical systems, or internal or external arrangements of an existing item, component, system or structure.

C. Removal shall mean the dismantling and disposal of existing materials, components, equipment, and utilities. Removed items shall be handled, prepared for storage, transported to storage areas, or disposed of as specified.

D. Demolition shall mean abandonment, removal and disposal, or salvage and delivery to the Owner as required by the Contract Documents.

E. The installation and/or removal of lighting equipment may be critical to airport operations; therefore, the Contractor shall follow work schedule established in the Contract Documents or as directed by the Engineer.

F. Temporary power and lighting shall be accomplished in accordance with the Contract Documents.

105-1.2 CONDITION OF EXISTING FACILITIES:

A. The Contractor shall verify the areas, conditions, and features necessary to tie into existing construction. This verification shall be done prior to submittal of shop drawings, fabrication or erection, construction or installation. The Contractor shall be responsible for the accurate tie-in of the new work to existing facilities.

B. The Contractor shall protect all existing utilities from damage resulting from alteration, removal and demolition activities.

C. Any hazardous waste issue shall be immediately reported to the Engineer.

D. Whenever the scope of work requires, connection to an existing circuit, or should the scope of work involve working adjacent or near to an existing circuit and the work could have an adverse impact on the existing circuit, the circuit's insulation resistance shall be tested, in the presence of the Engineer. The test shall be performed in accordance with Item SP-111 and prior to any activity affecting or impacting the respective circuit. The Contractor shall record the results on forms included in Item SP-111. When the work affecting the circuit is complete (or at end of shift prior to energization), the circuit's insulation resistance shall be checked

again, in the presence of the Engineer. The Contractor shall record the results on forms included in Item SP-111. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. The Contractor shall measure and record the insulation resistance of **ALL** airfield lighting circuits prior to starting any work. All test results shall be submitted in the Operation and Maintenance (O&M) Manual.

E. Should the Contractor fail to perform the insulation resistance tests prior to starting work, the Contractor shall be responsible to bring the impacted circuits to a minimum 50 megohm earth resistance value or higher value in conformance with any previous airport test records.

105-1.3 OCCUPANCY AND USE OF EXISTING FACILITIES:

A. The Owner will occupy and use the facilities within the areas of work during the entire construction period. The Contractor shall be required to plan and coordinate the Contractor's activities in order to provide all necessary controls for the abatement of dust, noise, and inconvenience to Owner personnel during all phases of the work.

105-1.4 VACATING OCCUPIED AREAS:

A. The Owner will remove all portable items of furniture, equipment, and fixtures prior to the start of work.

105-1.5 SAFETY REQUIREMENTS:

A. The Contractor shall conduct all operations in a manner that will ensure the safety of persons and property in accordance with the OSHA requirements of CFR 29 Part 1926/1910.

B. The Contractor shall comply with the Airport Maintenance Department's LOCK OUT/TAG OUT (LOTO) procedure and NFPA 70E.

105-1.6 CLASSIFICATION OF REMOVED ITEMS:

A. Existing materials and equipment indicated to be removed will be classified as "salvageable" and shall remain the property of the Owner or will be classified as "demolition or debris" and shall be legally disposed.

B. Salvageable Items:

1. Salvaged materials and equipment shall be reused in the work only in construction of temporary electrical facilities, unless noted otherwise.

2. Properly box, protect and ready for transport salvageable items. Retained salvaged items shall be stored on Owner property.

3. Salvaged materials and equipment to be retained by the Owner but not reused in the work shall be turned over to the Owner at a site at the facility to be determined by the Owner.

4. Airfield lighting fixtures, signs and isolation transformers designated to be removed and reinstalled by the Contractor shall be stored indoors in a conditioned space. The indoor conditioned space shall be provided by the Contractor and considered incidental to the pay items provided. As each item designated for removal and reinstallation is removed the Contractor and Engineer shall immediately inspect the item for appropriateness for reinstallation. Any damage not reported in writing to the Engineer within two hours of removal shall become the Contractor's responsibility for replacement/repair of the material as directed by the Engineer. The Contractor is asked to pay special attention to the protection of the semiflush fixture leads. The semiflush fixture lead insulation is easily damaged which results in water infiltration into the fixture.

C. Demolition or Debris:

1. Items classified as demolition or debris shall be legally disposed of off the Owner's property. The cost of such disposal shall be included in the bid price.

105-1.7 TEMPORARY PROTECTION:

A. Contractor shall protect persons and property throughout the progress of the work in accordance with the Contract Documents.

105-1.8 DEMOLITION TASK PLAN AND SCHEDULE:

A. The Contractor shall submit to the Engineer a Demolition Task Plan and Schedule for all existing utility relocation(s) and demolition work. The task plan shall be submitted within 30 days of notice to proceed but no later than 30 days prior to the start of the relocation/demolition work.

B. The task plan and schedule shall detail the phasing of the utility relocation(s) and demolition activities with the balance of the project phasing plan. The task plan and schedule shall detail the Contractor's plan for protection of the existing utilities.

C. The task plan and schedule shall demonstrate preliminary coordination has taken place with the FAA, Airport, communications and power utilities and also demonstrates compliance with the Contract Documents.

D. No work shall be initiated until the task plan and schedule has been submitted to the Engineer and accepted by the utilities. No demolition, alteration or relocation work shall be started until the permanent work replacing the demolition, alteration or relocation is complete, in place, accepted and ready for operation; or until other temporary means have been approved and accepted by the Engineer.

PART 2 - EXECUTION

105-2.1 DISCONNECTING UTILITIES:

A. Prior to the start of work, the Contractor shall coordinate with the Owner and effected utility companies to have each utility placed in a safe work condition.

B. Each utility effected shall be locked out and tagged by the Contractor. Proper safety grounds or equivalent shall be placed for personnel protection.

105-2.2 TEMPORARY UTILITY SERVICES:

A. Contractor shall install temporary utility services in satisfactory operating condition before disconnecting existing utilities. Such temporary services shall be maintained during the period of construction and removed only after new permanent services have been tested and are in operation. Please refer to Item L-104.

105-2.3 REMOVAL WORK:

A. The Contractor shall not disturb the existing construction beyond that indicated or necessary for installation of new work. Temporary shoring and bracing for support of building components to prevent settlement or other movement shall be as required to protect the work and existing facilities.

B. The Contractor shall provide protective measures to control accumulation and migration of dust and dirt in all areas of work, particularly those adjacent to occupied areas. The Contractor shall remove dust, dirt, and debris from the areas of work daily.

105-2.4 SALVAGEABLE MATERIALS AND EQUIPMENT:

A. The Contractor shall remove all salvageable materials and equipment in a manner that will cause the least possible damage thereto. Salvageable items, which are to be retained by the Owner, shall be carefully handled, stored, and protected.

B. The Contractor shall provide identification tags on all salvageable items boxed or placed in containers, indicating the type, size, and quantity of materials.

C. The Contractor shall exercise extreme care when removing airfield lighting bolting hardware. The existing bolting hardware may have been installed in excess of twenty-five years. The Contractor shall be responsible for the proper removal/repair/replacement of all stripped/broken/damaged fixture bolts or light base bolts or tapped holes in light bases and/or appurtenances encountered during construction. Contractor shall use drilling/tapping/inserts fixture/jigs/tooling and methods approved by the light base manufacturer or an accepted equivalent. Payment for this work shall be considered incidental to the respective fixture and light base pay items provided in the Contract Documents.

105-2.5 BUILDINGS AND STRUCTURES:

A. The Contractor shall perform removal operations in existing areas/buildings/structures as indicated and as otherwise required to complete the work.

B. Existing concrete shall be demolished, removed, and disposed. Square, straight edges shall be provided where existing concrete adjoins new work and at other locations where indicated. Existing steel reinforcement shall be protected where indicated; otherwise, it shall be cut off flush with face of concrete.

C. The Contractor shall dismantle structural steel components at field connections and in a manner that will prevent bending or damage.

D. The use of flame-cutting torches will be permitted only when other methods of dismantling are not practical, and when approved in writing by the Engineer.

105-2.6 ELECTRICAL EQUIPMENT AND FIXTURES:

A. Wiring systems and components shall be salvaged. Loose items shall be boxed and tagged for identification.

B. Primary, secondary, control, communication, and signal circuits shall be disconnected at the point of attachment to their distribution system.

C. The Contractor shall remove and salvage electrical fixtures. Incandescent lamps, mercury-vapor lamps, and fluorescent lamps shall be salvaged, boxed and tagged for identification, and protected from breakage. The fixtures shall be turned over to the Owners Maintenance Department. This Contractor shall legally dispose of concrete bases, etc. off the Airport property.

D. The Contractor shall remove and salvage switches, receptacles, fixtures, transformers, regulators, meters, instruments, cover plates, circuit breakers, panelboards, outlet boxes, and similar items; these items shall be boxed, and tagged for identification according to type and size.

E. The Contractor shall remove and salvage cable tray, wiring ducts and troughs.

F. The Contractor shall remove and dispose of conductors, including insulated wire, nonmetallic sheathed and flexible armored cable.

G. All removed or demolished items not identified for reuse in the work or to be turned over to the Owner, unless noted otherwise, shall be properly and legally disposed of off the airport site.

105-2.7 DEMOLITION OPERATIONS:

A. Demolition operations shall be conducted to ensure the safe passage of persons to and from facilities occupied and used by the Owner.

B. The sequence of operations shall be such that maximum protection from inclement weather will be provided for materials and equipment in partially dismantled state.

105-2.8 MAINTAINING TRAFFIC:

A. Demolition operations and removal of debris to disposal areas shall be conducted to ensure minimum interference with roads, streets, walks, and other facilities occupied and used by the Owner.

B. Streets, walks, runways, taxiways and other facilities occupied and used by the Owner shall not be closed or obstructed without written permission.

105-2.9 UTILITY ADJUSTMENTS:

A. The Contractor shall adjust utility elevations and or locations as described in the Contract Documents.

PART 3 – DISPOSAL OF REMOVED/DEMOLISHED MATERIALS

105-3.1 GENERAL:

A. The Contractor shall dispose of debris, rubbish, scrap, and other non-salvageable materials resulting from demolition/removal operations. Removed/demolished materials shall not be stored or disposed of on the project site.

B. Removed/demolished materials shall be properly and legally disposed of off airport property.

C. Removed/demolished debris shall be transported from Owner property and legally disposed at no additional cost to the Owner. The Contractor shall pay permits and fees for disposal.

105-3.2 RACEWAY DEMOLITION:

A. Pull wire out of existing raceways. Underground conduit/duct may be abandoned in place when not in an area of excavation. When abandoned in place install waterproof caps/plugs and concrete end of duct markers.

B. Raceways that interfere with new work shall be completely removed.

C. Install 200 pound test pull rope in all conduits/ducts to remain in place. Conduit/duct banks may be abandoned in place if they are not within 24" of any new subgrade material.

D. Dispose of raceway as debris.

105-3.3 AIRFIELD LIGHTING AND SIGNS:

A. Carefully remove existing airfield lighting, signs, etc. as noted in the Contract Documents. Properly store all signs, fixtures, base plates and spacer rings for reinstallation or turn over to Owner as noted in the Contract Documents.

B. There may be concrete foundations (anchors) around light bases that extend into the existing asphalt surface as well as concrete backfilled trenches, conduits and duct banks within the asphalt paved areas that may be encountered during the required milling process. To the extent known, these duct banks and conduits are shown on the Contract Documents under/within the paved areas. The milling of any such concrete around the light bases, or over trenches, ducts and conduits shall be considered incidental to the milling pay item.

C. Existing concrete sign pads, light bases, and raceways shall be demolished, transported from Owner property and legally disposed.

D. If required by the Contract Documents reinstall signs and fixtures.

E. Turn over to the Owner all signs, fixtures, base plates and spacer rings not reinstalled as a part of this contract.

F. Remove existing light bases, L-824 cable, L-830 isolation transformers and associated foundations and legally dispose.

105-3.4 MANHOLE/HAND HOLE DEMOLITION:

A. Manholes, hand holes, pull boxes, etc. shall be removed and disposed of as demolition debris.

B. Demolished manholes, hand holes, pull boxes, etc. below the new full strength pavement shall be completely removed.

C. Demolished manholes, hand holes, pull boxes, etc. below shoulder pavement or in turfed areas shall be cut down to a depth of 48" min. below finished grade, filled and compacted in accordance with the Contract Documents.

105-3.5 GENERAL – CUTTING AND PATCHING:

A. Cutting, patching, repairing, and other alteration work shall be done by mechanics skilled in the particular trade or work required.

B. Salvaged items for reuse shall be as accepted by the Engineer.

C. Where required to patch or extend existing construction, or both, such alteration work shall match existing exposed surface materials in finish, color, texture, and pattern.

105-3.6 UTILITY ADJUSTMENTS:

A. The Contractor shall provide for all materials, labor, transportation, supervision, services and all incidentals required to adjust the elevation of existing electrical, communication and fiber optic utilities as shown in the Contract Documents. This work shall include hand excavation for the entire length of the utility adjustment described in the Contract Documents and if required the excavation of an additional 250 linear feet on each side of the area shown for adjustment within the Contract Documents. This item includes all concrete, rebar, excavation, forming, backfill, sod, restoration etc., and all materials and appurtenances not specifically identified, but necessary to complete the adjustment to the elevation of an existing utility in accordance with the Contract Documents.

105-3.7 REQUIRED DEMOLITION OF UNFORESEEN CONDITIONS:

A. During the course of construction, unforeseen or unanticipated abandoned electrical bases, structures or components (items) remaining from previous construction and for which no record was available or for which no field observation can confirm, may be uncovered. The items may be constructed of reinforced concrete, steel or other durable materials. These items may be under the ground surface or may be discovered during the milling process. An example of such a structure would be an old military concrete light base remaining from a previous project, located under shoulder pavement that requires full depth removal. These items are over and above the items shown on the Existing Condition and Demolition drawings which denote demolition. This work shall provide for the removal of the item, backfill and restoration of the surrounding excavation or disturbed areas caused by the removal of the item. The Engineer shall make the final determination if the item in question is unforeseen or unanticipated. The Engineer may adjust the Contract Documents to relocate the new design element to avoid the conflict with the unforeseen or unanticipated item.

PART 4 - METHOD OF MEASUREMENT

105-4.1 METHOD OF MEASUREMENT:

A. All Electrical Demolition covered by this item will be paid for at the contract lump sum price, as set forth below, for demolition, alteration and removal complete and in accordance with the Contract Documents.

B. All utility elevation adjustments work covered by this item will be paid for at the contract lump sum price, as set forth below for utility elevation adjustments, complete and in accordance with the Contract Documents and accepted and ready for operation.

C. L-867 and L-868 light bases, not currently designated for demolition/removal, but required to be removed to support paving operations shall be measured by each unit removed, completed and accepted. No separate measurement will be made for the various types and sizes. The Engineer shall designate, as construction progresses which additional light bases are required to be removed to support milling/paving operations.

D. Demolition of unforeseen or unanticipated items shall be measured by the entire item removal, backfill, and restoration, completed, and accepted. Separate measurement will be made for the various types and sizes. Items 250 cubic feet and larger in size shall be paid for in multiples of the two pay items provided. The multiples selected for the oversized unforeseen or unanticipated items shall be those most advantageous to the Owner.

PART 5 - BASIS OF PAYMENT

105-5.1 BASIS OF PAYMENT:

A. Payment will be made at the contract lump sum price for the required demolition, alteration and removal. This price shall be full compensation for furnishing all material, equipment and for all preparation, removal of the demolished materials and equipment and for all materials, labor, equipment, tools, services and incidentals necessary or required for the electrical demolition as shown in the Contract Documents. It is the intent of the demolition pay item that all equipment, devices, raceway, pull boxes, manholes, fixtures, wiring, materials, systems, appurtenances, etc., which are no longer required as a result of the project be removed. All waste materials shall be removed from the airport property and legally disposed of by the Contractor. This item includes all backfill, P-610, sod and other materials and appurtenances not specifically identified, but necessary to complete these items in accordance with the Contract Documents.

B. Payment will be made at the contract lump sum price for the required utility elevation adjustments. This price shall be full compensation for furnishing all material, equipment and for all preparation, removal of the demolished materials and equipment and for all labor, equipment, tools and incidentals necessary to complete this item. It is the intent of this pay item that all materials and appurtenances not specifically identified, but necessary to complete the adjustment of the elevation of an existing utility in accordance with the Contract Documents and to the satisfaction of the Utility/Engineer is included. This item includes all backfill, P-610, sod, restoration and other materials and appurtenances necessary to complete these items in accordance with the Contract Documents.

C. Payment shall be made at the contract unit price for each additional L-867 or L-868 light base not currently designated on the plans for removal/demolition that is required to be removed. The Contractor shall include in the bid price the necessary hand work required to work around light bases designated to remain in place. Included in this pay item is the uncovering and preparation for extension of the existing raceway and counterpoise connected to the exiting light base. The Engineer shall designate which additional light bases (if any) warrant removal to support milling/paving operations. Additional light bases shall be cored out; alternate method of removal shall be subject to the Engineer's acceptance. This item includes all materials, supervision, labor, transportation, incidentals and services required for the demolition and coring out of additionally designated existing light bases from existing asphalt or concrete pavement in support of the installation of a new light base and fixture. The Engineer shall make final determination if an additional light base shall be removed or if additional handwork is required to complete the item under the respective pay item furnished.

D. Payment shall be made at the contract unit price for each unforeseen or unanticipated item requiring demolition not specified or shown on the Contract Documents and approved by the Engineer. This item includes all materials, supervision, labor, transportation,

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incidentals and services required for the demolition and restoration of the unforeseen or unanticipated item. The Engineer shall make the final determination if the item in question is unforeseen or unanticipated.

Payment will be made under:

Item SP-105-1	Electrical Demolition	-- Lump Sum (LS)
Item SP-105-2	Existing Unforeseen or Unanticipated Item requiring demolition less than 125 cubic feet in size	-- per Each (EA)
Item SP-105-3	Existing Unforeseen or Unanticipated Item requiring demolition greater than 125 cubic feet but less than 250 cubic feet in size	-- per Each (EA)

END OF ITEM SP-105

ITEM SP-106 SUBMITTALS, RECORD DOCUMENTS AND MAINTENANCE MANUALS

PART 1 – DESCRIPTION

106-1.1 GENERAL:

A. The items described in this item are applicable to all electrical work. Electrical work is defined as any work described, included, depicted or contained within the Construction Specifications Institute (CSI) Division 16, 26, 27, 28, 33 or 34 specifications, SP-XXX specification series, L-XXX specification series, E- series drawings, EV- series drawings and all other work within the Contract Documents dealing with the distribution of electrical power/light, electrical/electronic/light monitoring, communication and control.

B. Only Third Party Certified manufacturers, listed in AC 150/5345-53, Appendix 3 Addendum (as required) and meeting the BUY AMERICAN preference requirements can provide equipment and materials specified in the Contract Documents. Documentation certifying compliance with the BUY AMERICAN preference rules for AIP (in accordance with Title 49, United State Code [USC], 1990; later designated as 49 USC §50101) shall be included with each equipment and material submittal.

C. The requirements for submittals, record drawings and Operation and Maintenance (O&M) Manuals supplement the requirements and are in addition to the requirements of the general conditions, special provisions or other parts of the Contract Documents. Where the contract general conditions, special provisions or other parts of the Contract Documents also apply, the stricter of the documents shall govern.

106-1.2 SCOPE:

A. This item includes the requirements for submittals, record documents and operation and maintenance (O&M) manuals. All submittals and O & M Manuals shall be submitted in book form as described by this item.

PART 2 – REQUIREMENTS FOR SUBMITTALS

106-2.1 DATA, SHOP DRAWINGS AND SAMPLES:

A. Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the work.

B. Submittal data for electrical materials and equipment shall consist of shop drawings and/or catalog cuts showing technical data as necessary to evaluate the material or equipment, to include dimensions, wiring diagrams, performance curves, ratings, control sequence and other descriptive data necessary to describe fully the item proposed and its operating characteristics.

C. Prior to the installation of any material or equipment and within 30 days of notice to proceed, the Contractor shall provide to the Engineer all submittals as required by the Contract Documents. The submittals shall be complete and made in ONE submission in the format required by this item. Partial submission will only be considered under special circumstances.

D. The Contractor shall perform no portion of the work, nor purchase any materials, requiring submission until the Engineer has accepted the relevant submittal/shop drawing/sample. Should the Contractor commence any work or install any materials prior to the receipt of an accepted submittal/shop drawing/sample the Contractor is deemed to be proceeding at the Contractor's own risk.

E. Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the work will be judged. Each sample shall be accompanied by the manufacturer's instructions regarding installation, operation and maintenance and shall be identified by item number, and specification.

F. By approving and submitting Shop Drawings and Samples, the Contractor thereby represents that the Contractor has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data and that the Contractor, has checked and coordinated each Shop Drawing and Sample with the requirements of the work of the Contract Documents.

G. Unless otherwise stated in the Contract Documents the Engineer will review Data, Shop Drawings and Samples within thirty (30) days after receipt, but only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. The Engineer's review of a separate item shall not indicate approval of an assembly in which the item functions.

H. The Engineer reserves the right to reject any and all equipment, materials and procedures, which, in the Engineer's opinion, does not comply with the system design and the standards and codes specified herein.

I. The Engineer shall be the sole judge of whether the proposed "acceptable equivalent" is suitable for use in the work.

J. The Contractor shall make any corrections required by the Engineer and shall resubmit the required number of corrected shop drawings or new samples until accepted. The Contractor shall direct specific attention in writing on resubmitted shop drawings to revisions other than the corrections requested by the Engineer on previous submissions.

K. If the Contractor desires to substitute materials or deviate from the requirements of the Contract Documents, the Contractor shall separately submit all substitute materials and deviations to the Contract Documents. Such submittals shall be clearly and boldly marked "**SUBSTITUTION**" or "**DEVIATION TO CONTRACT DOCUMENTS**". If the substitution or deviation is accepted, the Contractor will not be excused from producing work in conformity with the Contract Documents. If a trial use establishes the work does not comply with the Contract Documents, the Contractor shall take such action as the Engineer determines necessary.

L. The Engineer's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Engineer in writing of such deviation at the time of submission and the Engineer has provided written acceptance to the specific deviation. The Engineer's approval shall not relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

M. The submittals will be checked only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action noted by the Engineer on the submittal is subject to the requirements of the Contract Documents.

N. The Contractor is responsible for dimensions, quantities, fabrication processes and methods of construction, coordination of the Contractor's work with that of all trades. The Contractor shall be responsible for satisfactory performance of the Contractor's work and supplying a complete and fully functional system. The Contractor shall confirm and correlate dimensions at the jobsite.

O. Samples shall be submitted upon request or as required by the Contract Documents.

P. The Contractor shall maintain an accurate updated "SUBMITTAL REGISTER" containing the status of all submittals. The log shall be updated on a weekly basis. The Contractor shall bring the submittal register to each progress meeting. The submittal register shall contain the following information:

1. Submittal description and number assigned.
2. Contract Document required submittal date.
3. Submittal electrical system type; airfield lighting or airfield lighting control or airfield lighting vault power system.
4. Reference Item # (L-108, 26 05 33.13, etc).
5. Date sent to Engineer.
6. Date returned to Contractor from Engineer.
7. Submittal status.
8. Date of resubmittal and return – as applicable.
9. Date material released for fabrication.
10. Projected date of fabrication.
11. Projected date of delivery to site.

106-2.2 ELECTRONIC SUBMITTAL:

- A. Electronic submittal shall consist of a single PDF document separated and book marked per each electrical system, per specification section as described in section 106-2.2.d. containing all materials for each item to be installed in the project.
- B. Electronic submittals larger than 10 megabyte shall be separated into smaller PDF files for transmission to make up a single PDF document. Each separate PDF shall be book marked per specification section containing all materials for each item to be installed in the project.
- C. Each PDF for electronic transmission shall be clearly labeled as transmittal X of Y per submittal section.
- D. Provide separate submittal PDF's for each of the following electrical system types:
 - 1. One PDF submittal set for the Airfield Lighting System. All components to be included in the contract for lighting, conduit, grounding and miscellaneous systems shall be included.
 - 2. One PDF submittal set for the Airfield Lighting Control System.
 - 3. One PDF submittal set for the Airfield Lighting Vault Modifications,

106-2.3 SUBMITTAL CONTENTS:

- A. First sheet(s) in shall be a cover sheet containing the project information and location. See appendix A at the end of SP-106 specification.
- B. The second sheet shall be a table of contents identifying the specification section(s) being submitted.
- C. Third sheet shall be prepared and filled out by Contractor and shall list project address of airport, Engineer, Contractor & subcontractor(s).
- D. Fourth sheet shall also be filled out by Contractor and list project schedule information.
- E. Submittals consisting of marked catalog sheets or shop drawings shall be inserted in the PDF in specification number/section order. Submittal data shall be presented in a clear and thorough manner. Original PDF catalog sheets are preferred. Scans of catalog sheets are acceptable provided they are equivalent in quality to the original document.
- F. Clearly and boldly mark each page to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable).

- G. All sheets within the submittal shall be oriented in a portrait setting. Mixing of portrait and landscape oriented standard 8.5 X 11 sheets shall not be permitted.
- H. All sheets contained within the PDF shall be straight. Sheets scanned on a drastic angle making the submittal page difficult to read shall not be permitted and shall result in the submittal being rejected.
- I. Some catalog sheets have colored backgrounds or colored text. When scanned these items appear black and obscure the printed text and markings by the contractor. For this reason, all scans of sheets with colored backgrounds or text shall be made in color. Sheets that are not readable due to obscured information shall be rejected.
- J. Submittals for components of electrical equipment and systems shall identify the equipment for which they are a component part on each submittal sheet.
- K. Shop Drawings: Drawings to include identification of project and names of Engineer(s), General Contractor, subcontractor and supplier, data, number sequentially and indicate the following:
 - 1. Fabrication and erection dimensions.
 - 2. Arrangements and sectional views.
 - 3. Necessary details, including complete information for making connections with other work.
 - 4. Kinds of materials and finishes.
 - 5. Descriptive names of equipment.
 - 6. Modifications and options to standard equipment required by the work.
 - 7. Leave blank area, size approximately 5 x 5 inches, near title block for the Engineer's stamp imprint.
 - 8. Point-to-point wiring diagrams.
 - 9. Conduit/duct/raceway rough-in drawings.
 - 10. See specific items of the Contract Documents for further requirements.
- L. Submittal Product Data - Technical data is required for all items as called for in the Contract Documents regardless if item furnished is as specified.
 - 1. Submit technical data verifying that the item submitted complies with the requirements of the Contract Documents. Technical data shall include manufacturer's name and model number, dimensions, weights, electrical characteristics, and clearances required. Indicate all optional equipment and changes from the standard item as called for in the Contract Documents.

Furnish drawings, or diagrams, dimensioned and in correct scale, covering equipment, showing arrangement of components and overall coordination.

2. In order to facilitate review of product data, insofar as practicable, they shall be noted, indicating by cross reference the Contract Documents, note, drawing number and/or specification number and item paragraph numbers where item(s) occur in the Contract Documents.
3. See specific items in Contract Documents for further requirements.

106-2.4 PROCESSING SUBMITTALS:

- A. Submit the PDF submittal and shop drawings per Specification section
- B. The Contractor shall review, stamp with the Contractor's approval and submit to the Engineer, eight (8) prints of shop drawings, eight (8) copies of submittal books and three (3) sets of samples where required, as described in this item,
- C. The General Contractor shall review the submittal books before submitting to the Engineer. No request for payment will be considered until the submittal book has been reviewed and submitted for review by the Engineer.
- D. Product Data: For standard manufactured materials, products and items, submit one (1) copy or sets of data (per book).
- E. Shop Drawings for custom fabricated items and systems:
 1. Initially submit a transparency (suitable for reproduction) together with four (4) prints made the transparency.
 2. When submittal is acceptable, furnish one (1) print per book made from the accepted transparency.
- F. Acceptance: When returned to Contractor, the front of each submittal will be marked with the Engineer's stamp. If box marked "Submit Specified Item", or "Rejected" or "Revise and Resubmit" is checked, submittal is not accepted and Contractor is to correct and resubmit as noted. If submittal is marked "Make Correction Noted" Contractor may begin construction utilizing the submitted item with corrections made. **However, the corrected submittal must be resubmitted for record keeping purposes.** Contractor is to comply with notation making necessary corrections on submittal and resubmit for final record.
- G. If the submittal is marked "No Exception Taken" the Engineer took no exceptions to the submitted items.

H. Corrections or comments made on the shop drawings during this review do not relieve Contractor from compliance with requirements of the Contract Documents. This check is only for review of the general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. The Contractor is responsible for; confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating the Contractor's work with that of all other trades and performing all work in a safe and satisfactory manner.

I. Note that the acceptance of shop drawings or other information submitted in accordance with the requirements contained in this item, does not assure that the Engineer or any other Owner's Representative attests:

1. To the dimensional accuracy or dimensional suitability of the material or equipment involved.
2. The ability of the material or equipment involved to perform as designed.
3. The mechanical or electrical performance of equipment.

J. Approval of shop drawings does not invalidate the Contract Documents if in conflict; unless a letter requesting such a change is submitted and accepted on the Engineer's letterhead.

106-2.5 DELAYS:

A. Contractor is responsible for delays in job progress accruing directly or indirectly from late submissions or resubmissions of shop drawings, or product data.

106-2.6 RE-SUBMITTALS:

A. The Engineer shall be reimbursed for engineering costs to review resubmittals subsequent to the second submittal.

PART 3 – RECORD DOCUMENTS

106-3.1 PROGRESS AND RECORD DRAWINGS:

A. Keep two sets of blue line prints on the job and neatly mark up design drawings each day as components are installed. **Red pencil shall be used for additions and green pencil for deletions. Use of "white out" or similar products is not permitted.**

B. All items on record drawings shall be shown in actual location installed. Drawings shall be inspected weekly, by the Engineer, for compliance and accuracy. Project payments shall be withheld if the marked-up drawings are not current.

C. Change the equipment schedules to agree with items actually furnished.

D. All hand holes, pull boxes, junction can plazas, manholes, underground ducts, conduits, force mains, drains, ground grids, etc. (all underground utilities) installed by this Contractor or located by this Contractor during the construction of this project shall be surveyed and recorded on the record documents. Record utility locations in state plane grid coordinates. Provide north-south, east-west coordinate and elevation.

E. At the end of the project, all changes shall be reviewed by the Electrical Contractor. The drawings shall be marked "As Built" and dated and signed by the Electrical Contractor's Superintendent.

F. Prior to request for final payment, furnish a set of "As Built" prints to the Engineer for review. The final prints shall be professionally drafted to indicate "As Built" conditions to the Engineer. The prints shall be stamped "As Built" signed and dated by the Contractor. The Contractor's signature shall certify to the Engineer that the "As Built" drawings are accurate and complete.

G. The Contractor's failure to produce representative "As Built" drawings in accordance with requirements of this item, shall be cause for the Engineer to produce such "As-built" drawings and the Contractor shall reimburse Engineer for all costs to produce a representative set of "As Built" drawings.

PART 4 – OPERATION AND MAINTENANCE MANUALS

106-4.1 REQUIREMENTS FOR OPERATION AND MAINTENANCE MANUALS:

A. Two (2) CD's shall be provided with all O & M Manual information included in PDF format. The Operation and Maintenance Manual shall be submitted as a PDF document. As a minimum, the Operation and Maintenance Manual shall contain the following:

1. Safety precautions used while maintaining the equipment.
2. Theory of circuit and system operation.
3. Complete schematic and interconnecting wiring diagrams.
4. Complete parts list with each circuit component keyed to designations assigned on schematics and wiring diagrams. Complete information shall be given for each part to permit ordering for replacement purposes. This information shall include the components rating, name of manufacturer and the manufacturer's part number.
5. Recommended preventative maintenance, including care, cleaning lubrication, service intervals, etc.
6. Troubleshooting procedures.
7. Physical characteristics (weight, size, mounting dimensions, etc.).
8. Installation instructions.

9. Operating instruction.
10. Recommended spare parts and usage for a one (1) year period.
11. Submit for checking purposes a specific set of written operating instructions on each item, which requires instructions to operate. After acceptance, provide one copy for insertion in each Operation and Maintenance Manual.
12. Submit for acceptance maintenance information consisting of manufacturer's printed instructions and parts list for each major item of equipment. After acceptance, insert information in each Operations and Maintenance Manual. Detailed schematic diagrams shall be furnished for all electrical/electronic equipment.
13. Bill of materials.
14. Physical layout plans.
15. Equipment supplier list.
16. Panel schedules shall be submitted with the respective panel data.
17. Special instructions
18. Service maintenance contracts including the name, address and 24 hour phone number and contact of manufacturer's authorized Repair Company.

There shall be no "Black Boxes" for which there are no schematic/wiring diagrams.

106-4.2 OPERATION AND MAINTENANCE MANUALS:

A. O & M Manuals shall consist of a PDF document. The manual shall be bookmarked into sections by Table of Contents, Project Contacts, and each technical specification section. Shop drawings, product data and/or catalog sheets shall be inserted into the O & M PDF by technical specification.

B. Provide correct designation of project on first page of each technical specification submittal section. Description sheet shall be white with black letters, minimum of 11" high and full width of page. Description shall describe project and match project Contract Document description. Description to include submittal type.

C. All documents inserted into the O & M Manual PDF, including but not limited to catalog cut sheets, theory of operation, and all other related product data, shall be the original documentation from the manufacturer.

D. Any scanned documentation shall be legible, and have the correct orientation in the pdf so the document can be read horizontally, from left to right, in line with all other pages in the O & M Manual. Failure to meet these requirements will result in the O & M Manual's rejection. Upon rejection any errata shall be fixed and resubmitted to the engineer for approval.

E. Provide one O & M Manual for the following electrical systems required by the contract documents:

1. Airfield Lighting Components
2. Vault Components
3. All Testing Results (Ground Rod Testing, Megger Testing, and CCR Testing) see SP-111 for more details

106-4.3 OPERATION AND MAINTENANCE MANUAL CONTENTS:

- A. Operation & Maintenance Manuals shall include:
1. First sheet in PDF shall be the cover sheet.
 2. The second sheet shall be a table of contents.
 3. The third sheet shall be filled out by Contractor and shall list project address of airport, Engineer, Contractor & subcontractor(s).
 4. The fourth sheet shall also be filled out by Contractor and list project schedule information showing project "as completed".
 5. Shop Drawings: Shop drawings shall be a copy of the final and accepted shop drawings submitted as required in Item SP-106-2. These shall be inserted into the PDF in specification number/section order. Each catalog sheet shall clearly identify where the product is used and the Contract Document identification for equipment.
 6. Product data and/or catalog sheets shall be a copy of the final and accepted submittal submitted as required in Item SP-106-2. These shall be inserted into the PDF in specification number/section order. Each catalog sheet shall clearly identify where the product is used and the Contract Document identification for equipment.
 7. Warranty/Guarantee: Provide copy of warranty/guarantee and letters of certification, in respective location in O & M Manual PDF. Original warranty/guarantee shall be incorporated into separate project warranty PDF with warranty/guarantees provided for other items and submitted for Engineer review.

106-4.4 PROCESSING OPERATION AND MAINTENANCE MANUALS:

- A. The General Contractor shall review the manuals before submitting to the Engineer. Submit one CD containing the PDF set of O& M Manuals to the owner and one CD containing the PDF set to the Engineer.

106-4.5 DELAYS:

- A. Contractor is responsible for delays in job progress accruing directly or indirectly from late submissions or resubmissions of the Operation and Maintenance Manuals.

106-4.6 RE-SUBMITTALS:

A. The Engineer shall be reimbursed the cost to review Operation and Maintenance Manual re-submittals subsequent to the second submittal.

PART 5 – METHOD OF MEASUREMENT

106-5.1 METHOD OF MEASUREMENT

A. The items described in Item SP-106 are incidental to other pay items and shall not be measured for payment.

PART 6 – BASIS OF PAYMENT

106-6.1 BASIS OF PAYMENT

A. No direct payment shall be made for the work described in Item SP-106. The work described in Item SP-106 is incidental to other items and shall be paid for in the respective bid item of which it is a component part.

PART 7 – SUBMITTAL LIST

106-7.1 SUBMITTAL LIST

A. The following is a list of materials expected by the Engineer to be incorporated within the project. This list is not all inclusive as the Contractor's chosen means and methods will have a direct impact on the materials used.

B. It is the intent of this item that all materials used or incorporated into this project is submitted to the Engineer for review.

C. The Contractor shall maintain a submittal register in accordance with Part 2 of this item. The Submittal register shall include all items used or incorporated into the project.

LIST TO FOLLOW:

APPENDIX 1

"EXAMPLE OF COVER SHEET"

AIRPORT NAME

AIRPORT OWNER

PROJECT NAME

AIRPORT PROJECT NUMBER

AIP#

DOT#

**AIRFIELD LIGHTING SYSTEM
OPERATION AND MAINTENANCE MANUAL**

OWNER MANUAL #1

Note:

Submittal books and spline information similar.

END OF ITEM SP-106

ITEM L-107 AIRPORT WIND CONES

DESCRIPTION

107-1.1 This item shall consist of removal of existing airport wind cones; furnishing and installing an airport wind cone per these specifications and per the dimensions, design, and details shown in the plans.

The work shall include the furnishing and installation of a support for mounting the wind cone, the specified interconnecting wire, and a concrete foundation. The item shall also include all cable connections, conduit and conduit fittings, the furnishing and installation of all lamps, ground rod and ground connection, the testing of the installation, and all incidentals necessary to place the wind cone in operation (as a completed unit) to the satisfaction of the RPR.

EQUIPMENT AND MATERIALS

107-2.1 GENERAL.

a. Airport lighting equipment and materials covered by advisory circulars (ACs) shall be certified in AC 150/5345-53, Airport Lighting Equipment Certification Program (ALECP) and listed in the ALECP Addendum.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications, at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be in electronic pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures, that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

107-2.2 WIND CONES. The supplemental wind cone assembly shall be Type L-806(L), Style 1B, Size 1.

107-2.3 ELECTRICAL WIRE AND CABLE. Cable rated up to 5,000 volts in conduit shall conform to AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits. For ratings up to 600 volts, moisture and heat resistant thermoplastic wire conforming to Commercial Item Description A-A-59544A Type THWN-2 shall be used. The wires shall be of the type, size, number of conductors, and voltage shown in the plans or in the proposal.

107-2.4 CONDUIT. Rigid steel conduit and fittings shall conform to the requirements of Underwriters Laboratories Standards 6, 514B, and 1242.

107-2.5 PLASTIC CONDUIT (FOR USE BELOW GRADE ONLY). Plastic conduit and fittings shall be per the following:

- UL 514B covers W-C-1094 - Conduit fittings all types, Classes 1 thru 3 and 6 thru 10
- UL 514C covers W-C-1094 - all types, Class 5 junction box and cover in plastic (polyvinyl chloride (PVC))
- UL 651 covers W-C-1094 - Rigid PVC Conduit, types I and II, Class 4
- UL 651A covers W-C-1094 - Rigid PVC Conduit and high-density polyethylene (HDPE) Conduit type III and Class 4

Underwriters Laboratories Standard UL-651 shall be one of the following, as shown in the plans:

a. Type I—Schedule 40 PVC suitable for underground use either direct-buried or encased in concrete.

b. Type II—Schedule 40 PVC suitable for either above ground or underground use.

Plastic conduit adhesive shall be a solvent cement manufactured specifically for the purpose of gluing the type of plastic conduit and fitting.

107-2.6 CONCRETE. The concrete for foundations shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

107-2.7 PAINT.

a. Priming paint for non-galvanized metal surfaces shall be a high solids alkyd primer compatible with the manufacturer's recommendations for the intermediate or topcoat.

b. Priming paint for galvanized metal surfaces shall be zinc dust-zinc oxide primer paint conforming to MIL-DTL-24441C/19B. Use MIL-24441 thinner per paint manufacturer's recommendations.

c. Orange paint for the body and the finish coats on metal and wood surfaces shall consist of a ready-mixed non-fading paint per Master Painter's Institute (MPI) Reference #9 (gloss). The color shall be per Federal Standards 595, International Orange, Number 12197.

d. White paint for body and finish coats on metal and wood surfaces shall be ready-mixed paint conforming to the MPI, Reference #9, Exterior Alkyd, Gloss.

e. Priming paint for wood surfaces shall be mixed on the job by thinning the above specified aviation-orange or white paint by adding 1/2 pint (0.24 liter) of raw linseed oil to each gallon (liter).

CONSTRUCTION METHODS

107-3.1 INSTALLATION. The hinged pole shall be installed on a concrete foundation per the plans.

107-3.2 SUPPORT POLE ERECTION. The Contractor shall erect the pole on the foundation following the manufacturer's requirements and erection details. The pole shall be level and secure.

107-3.3 ELECTRICAL CONNECTION. The Contractor shall furnish all labor and materials and shall make complete electrical connections per the wiring diagram furnished with the project plans. The electrical installation shall conform to the requirements of the latest edition of National Fire Protection Association, NFPA-70, National Electric Code (NEC).

Underground cable and duct for cable installation shall be installed in accordance with Item L-108, Underground Power Cables for Airports, and Item L-110, Airport Underground Electrical Duct Banks and Conduits in locations as shown on the plans.

107-3.4 BOOSTER TRANSFORMER. Not Required.

107-3.5 GROUND CONNECTION AND GROUND ROD. The Contractor shall furnish and install a ground rod, grounding cable, and ground clamps for grounding the "A" frame of the 12-foot (3.7-m) assembly or pipe support of the 8-foot (2.4-m) support near the base. The ground rod shall be of the type, diameter and length specified in Item L-108, Underground Power Cable for Airports. The ground rod shall be driven into the ground adjacent to the concrete foundation (minimum distance from foundation of 2 feet (60 cm)) so that the top is at least 6 inches (150 mm) below grade. The grounding cable shall consist of No. 2 American wire gauge (AWG) minimum stranded copper wire or larger and shall be firmly attached to the ground rod by exothermic welding. If an exothermic weld is not possible, connections to the grounding bus shall be made by using connectors approved for direct burial in soil or concrete per UL 467. The other end of the grounding cable shall be securely attached to a leg of the frame or to the base of the pipe support with non-corrosive metal and shall be of substantial construction. The resistance to ground shall not exceed 25 ohms. If a single rod grounding electrode has a resistance to earth of over 25 ohms, then install one supplemental rod not less than 10 feet from the first rod. If desired

resistance to ground levels are still not achieved, see FAA-STD-019 for guidance on the application of coke breeze.

107-3.6 PAINTING. Three coats of paint shall be applied (one prime, one body, and one finish) to all exposed material installed under this item except the fabric cone, obstruction light globe, and lamp reflectors. The wind cone assembly, if already painted upon receipt, shall be given one finish coat of paint in lieu of the three coats specified above. The paint shall be per MPI Reference #9 (gloss). The color shall be per Federal Standard 595, International Orange, Number 12197.

107-3.7 LIGHT SOURCES. The Contractor shall furnish and install lamps per the manufacturer's instruction book.

107-3.8 CHAIN AND PADLOCK. The Contractor shall furnish and install a suitable operating chain for lowering and raising the hinged top section. The chain shall be attached to the pole support in a manner to prevent the light fixture assembly from striking the ground in the lowered position.

A padlock shall also be furnished by the Contractor on the 8-foot (2.4-m) wind cone for securing the hinged top section to the fixed lower section. Keys for the padlock shall be delivered to the RPR.

107-3.9 SEGMENTED CIRCLE. Not required.

METHOD OF MEASUREMENT

107-4.1 The quantity to be paid shall be the number of wind cones installed as completed units in place, accepted, and ready for operation.

107-4.2 Not Required.

BASIS OF PAYMENT

107-5.1 Payment will be made at the contract unit price for each completed and accepted job. This price shall be full compensation for removal of existing airport wind cones; furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

107-5.2 Not required.

Payment will be made under:

~~Item L-107-5.1 [List type, style, size] Wind Cone and Foundation, in Place per Each~~

~~Item L-107-5.2 Segmented Circle Marker System, in Place per Each~~

Item L-107-1 L-806(L), Style 1B, Size 1, LED Internally Lighted
Wind Cone, with L-810(L) Obstruction Light - per Each (EA)

REFERENCES

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

Advisory Circulars (AC)

AC 150/5340-5	Segmented Circle Airport Marker System
AC 150/5340-30	Design and Installation Details for airport Visual Aids
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-27	Specification for Wind Cone Assemblies
AC 150/5345-53	Airport Lighting Equipment Certification Program

Commercial Item Description

A-A-59544	Cable and Wire, Electrical (Power, Fixed Installation)
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Federal Standard (FED STD)

FED STD 595	Colors Used in Government Procurement
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Master Painter's Institute (MPI)

MPI Reference #9	Alkyd, Exterior, Gloss (MPI Gloss Level 6)
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Mil Standard

MIL-DTL-24441C/19B	Paint, Epoxy-Polyamide, Zinc Primer, Formula 159, Type III
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Underwriters Laboratories (UL)

UL Standard 6	Electrical Rigid Metal Conduit – Steel
UL Standard 514B	Conduit, Tubing, and Cable Fittings
UL Standard 514C	Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
UL Standard 651	Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
UL Standard 651A	Type EB and A Rigid PVC Conduit and HDPE Conduit
UL Standard 1242	Electrical Intermediate Metal Conduit - Steel

KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL

AIRPORT WIND CONES
ITEM L-107

National Fire Protection Association (NFPA)

NFPA-70

National Electric Code (NEC)

END OF ITEM L-107

ITEM L-108 UNDERGROUND POWER CABLE FOR AIRPORTS

DESCRIPTION

108-1.1 This item shall consist of furnishing and installing power cables that are direct buried and furnishing and/or installing power cables within conduit or duct banks per these specifications at the locations shown on the plans. It includes excavation and backfill of trench for direct-buried cables only. Also included are the installation of counterpoise wires, ground wires, ground rods and connections, cable splicing, cable marking, cable testing, and all incidentals necessary to place the cable in operating condition as a completed unit to the satisfaction of the RPR. This item shall not include the installation of duct banks or conduit, trenching and backfilling for duct banks or conduit, or furnishing or installation of cable for FAA owned/operated facilities.

EQUIPMENT AND MATERIALS

108-2.1 GENERAL.

a. Airport lighting equipment and materials covered by advisory circulars (AC) shall be approved under the Airport Lighting Equipment Certification Program per AC 150/5345-53, current version.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, when requested by the RPR.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format. The RPR reserves the right to reject any and all equipment, materials, or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner. The Contractor shall maintain a minimum insulation resistance in accordance with paragraph 108-3.10e with isolation transformers connected in new circuits and new segments of existing circuits through the end of the contract warranty period when tested in accordance with AC 150/5340-26, *Maintenance Airport Visual Aid Facilities*, paragraph 5.1.3.1, Insulation Resistance Test.

108-2.2 CABLE. Underground cable for airfield lighting facilities (runway and taxiway lights and signs) shall conform to the requirements of AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits latest edition. Conductors for use on 6.6 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #8 American wire gauge (AWG), L-824 Type C, 5,000 volts, non-shielded, with cross-linked polyethylene insulation. Conductors for use on 20 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #6 AWG, L-824 Type C, 5,000 volts, non-shielded, with cross-linked polyethylene insulation. L-824 conductors for use on the L-830 secondary of airfield lighting series circuits shall be sized in accordance with the manufacturer's recommendations. All other conductors shall comply with FAA and National Electric Code (NEC) requirements. Conductor sizes noted above shall not apply to leads furnished by manufacturers on airfield lighting transformers and fixtures.

Wire for electrical circuits up to 600 volts shall comply with Specification L-824 and/or Commercial Item Description A-A-59544A and shall be type THWN-2, 75°C for installation in conduit and RHW-2, 75°C for direct burial installations. Conductors for parallel (voltage) circuits shall be type and size and installed in accordance with NFPA-70, National Electrical Code.

Unless noted otherwise, all 600-volt and less non-airfield lighting conductor sizes are based on a 75°C, THWN-2, 600-volt insulation, copper conductors, not more than three single insulated conductors, in raceway, in free air. The conduit/duct sizes are based on the use of THWN-2, 600-volt insulated conductors. The Contractor shall make the necessary increase in conduit/duct sizes for other types of wire insulation. In no case shall the conduit/duct size be reduced. The minimum power circuit wire size shall be #12 AWG.

Conductor sizes may have been adjusted due to voltage drop or other engineering considerations. Equipment provided by the Contractor shall be capable of accepting the quantity and sizes of conductors shown in the Contract Documents. All conductors, pigtails, cable step-down adapters, cable step-up adapters, terminal blocks and splicing materials necessary to complete the cable termination/splice shall be considered incidental to the respective pay items provided.

Cable type, size, number of conductors, strand and service voltage shall be as specified in the Contract Document.

108-2.3 BARE COPPER WIRE (COUNTERPOISE, BARE COPPER WIRE GROUND AND GROUND RODS). Wire for counterpoise or ground installations for airfield lighting systems shall be No. 2 AWG bare solid copper wire for counterpoise and/or No. 2 AWG insulated stranded for grounding bond wire per ASTM B3 and ASTM B8, and shall be bare copper wire. For voltage powered circuits, the equipment grounding conductor shall comply with NEC Article 250.

Ground rods shall be sectional copper-clad steel. The ground rods shall be of the length and diameter specified on the plans, but in no case be less than 10 feet (2.54 m) long and 3/4 inch (19 mm) in diameter.

108-2.4 Cable connections. In-line connections or splices of underground primary cables shall be of the type called for on the plans, and shall be one of the types listed below. No separate payment will be made for cable connections.

a. The cast splice. A cast splice, employing a plastic mold and using epoxy resin equivalent to that manufactured by 3M™ Company, "Scotchcast" Kit No. 82-B, or an approved equivalent, used for potting the splice is acceptable.

b. The field-attached plug-in splice. Field attached plug-in splices shall be installed as shown on the plans. The Contractor shall determine the outside diameter of the cable to be spliced and furnish appropriately sized connector kits and/or adapters. Tape or heat shrink tubing with integral sealant shall be in accordance with the manufacturer's requirements. Primary Connector Kits manufactured by Amerace, "Super Kit", Integro "Complete Kit", or approved equal is acceptable.

c. The factory-molded plug-in splice. Specification for L-823 Connectors, Factory-Molded to Individual Conductors, is acceptable.

d. The taped or heat-shrink splice. Taped splices employing field-applied rubber, or synthetic rubber tape covered with plastic tape is acceptable. The rubber tape should meet the requirements of ASTM D4388 and the plastic tape should comply with Military Specification MIL-I-24391 or Commercial Item Description A-A-55809. Heat shrinkable tubing shall be heavy-wall, self-sealing tubing rated for the voltage of the wire being spliced and suitable for direct-buried installations. The tubing shall be factory coated with a thermoplastic adhesive-sealant that will adhere to the insulation of the wire being spliced forming a moisture- and dirt-proof seal. Additionally, heat shrinkable tubing for multi-conductor cables, shielded cables, and armored cables shall be factory kits that are designed for the application. Heat shrinkable tubing and tubing kits shall be manufactured by Tyco Electronics/ Raychem Corporation, Energy Division, or approved equivalent.

In all the above cases, connections of cable conductors shall be made using crimp connectors using a crimping tool designed to make a complete crimp before the tool can be removed. All L-823/L-824 splices and terminations shall be made per the manufacturer's recommendations and listings.

All connections of counterpoise, grounding conductors and ground rods shall be made by the exothermic process or approved equivalent, except that a light base ground clamp connector shall be used for attachment to the light base. All exothermic connections shall be made per the manufacturer's recommendations and listings.

108-2.5 SPLICER QUALIFICATIONS. Every airfield lighting cable splicer shall be qualified in making airport cable splices and terminations on cables rated at or above 5,000 volts AC. The Contractor shall submit to the RPR proof of the qualifications of each proposed cable splicer for the airport cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable.

108-2.6 CONCRETE. Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

108-2.7 FLOWABLE BACKFILL. Flowable material used to backfill trenches for power cable trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.

108-2.8 CABLE IDENTIFICATION TAGS. Cable identification tags shall be made from a non-corrosive material with the circuit identification stamped or etched onto the tag. The tags shall be of the type as detailed on the plans.

108-2.9 TAPE. Electrical tapes shall be Scotch™ Electrical Tapes –Scotch™ 88 (1-1/2 inch (38 mm) wide) and Scotch™ 130C® linerless rubber splicing tape (2-inch (50 mm) wide), as manufactured by the Minnesota Mining and Manufacturing Company (3M™), or an approved equivalent.

108-2.10 ELECTRICAL COATING. Electrical coating shall be Scotchkote™ as manufactured by 3M™, or an approved equivalent.

108-2.11 EXISTING CIRCUITS. Whenever the scope of work requires connection to an existing circuit, the existing circuit's insulation resistance shall be tested, in the presence of the RPR. The test shall be performed per this item and prior to any activity that will affect the respective circuit. The Contractor shall record the results on forms acceptable to the RPR. When the work affecting the circuit is complete, the circuit's insulation resistance shall be checked again, in the presence of the RPR. The Contractor shall record the results on forms acceptable to the RPR. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the existing circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. All test results shall be submitted in the Operation and Maintenance (O&M) Manual. See Item SP-111 Airfield Electrical Installation Testing.

108-2.12 DETECTABLE WARNING TAPE. Plastic, detectable, American Public Works Association (APWA) Red (electrical power lines, cables, conduit and lighting cable) with continuous legend tape shall be polyethylene film with a metalized foil core and shall be 3-6 inches (75-150 mm) wide. Detectable tape is incidental to the respective bid item. Detectable warning tape for communication cables shall be orange. Detectable warning tape color code shall comply with the APWA Uniform Color Code.

CONSTRUCTION METHODS

108-3.1 GENERAL. The Contractor shall install the specified cable at the approximate locations indicated on the plans. Unless otherwise shown on the plans, all cable required to cross under pavements expected to carry aircraft loads shall be installed in concrete encased duct banks. Cable shall be run without splices, from fixture to fixture.

Cable connections between lights will be permitted only at the light locations for connecting the underground cable to the primary leads of the individual isolation transformers. The Contractor shall be responsible for providing cable in continuous lengths for home runs or other long cable

runs without connections unless otherwise authorized in writing by the RPR or shown on the plans.

In addition to connectors being installed at individual isolation transformers, L-823 cable connectors for maintenance and test points shall be installed at locations shown on the plans. Cable circuit identification markers shall be installed on both sides of the L-823 connectors installed and on both sides of slack loops where a future connector would be installed.

Provide not less than 3 feet (1 m) of cable slack on each side of all connections, isolation transformers, light units, and at points where cable is connected to field equipment. Where provisions must be made for testing or for future above grade connections, provide enough slack to allow the cable to be extended at least one foot (30 cm) vertically above the top of the access structure. This requirement also applies where primary cable passes through empty light bases, junction boxes, and access structures to allow for future connections, or as designated by the RPR.

Primary airfield lighting cables installed shall have cable circuit identification markers attached on both sides of each L-823 connector and on each airport lighting cable entering or leaving cable access points, such as manholes, hand holes, pull boxes, junction boxes, etc. Markers shall be of sufficient length for imprinting the cable circuit identification legend on one line, using letters not less than 1/4 inch (6 mm) in size. The cable circuit identification shall match the circuits noted on the construction plans.

108-3.2 INSTALLATION IN DUCT BANKS OR CONDUITS. This item includes the installation of the cable in duct banks or conduit per the following paragraphs. The maximum number and voltage ratings of cables installed in each single duct or conduit, and the current-carrying capacity of each cable shall be per the latest version of the National Electric Code, or the code of the local agency or authority having jurisdiction.

The Contractor shall make no connections or splices of any kind in cables installed in conduits or duct banks.

Unless otherwise designated in the plans, where ducts are in tiers, use the lowest ducts to receive the cable first, with spare ducts left in the upper levels. Check duct routes prior to construction to obtain assurance that the shortest routes are selected and that any potential interference is avoided.

Duct banks or conduits shall be installed as a separate item per Item L-110, Airport Underground Electrical Duct Banks and Conduit. The Contractor shall run a mandrel through duct banks or conduit prior to installation of cable to ensure that the duct bank or conduit is open, continuous and clear of debris. The mandrel size shall be compatible with the conduit size. The Contractor shall swab out all conduits/ducts and clean light bases, manholes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed, the light bases and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, light bases, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be re-cleaned at the Contractor's expense. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

The cable shall be installed in a manner that prevents harmful stretching of the conductor, damage to the insulation, or damage to the outer protective covering. The ends of all cables shall be sealed with moisture-seal tape providing moisture-tight mechanical protection with minimum bulk, or alternately, heat shrinkable tubing before pulling into the conduit and it shall be left sealed until connections are made. Where more than one cable is to be installed in a conduit, all cable shall be pulled in the conduit at the same time. The pulling of a cable through duct banks or conduits may be accomplished by hand winch or power winch with the use of cable grips or pulling eyes. Maximum pulling tensions shall not exceed the cable manufacturer's recommendations. A non-hardening cable-pulling lubricant recommended for the type of cable being installed shall be used where required.

The Contractor shall submit the recommended pulling tension values to the RPR prior to any cable installation. If required by the RPR, pulling tension values for cable pulls shall be monitored by a dynamometer in the presence of the RPR. Cable pull tensions shall be recorded by the Contractor and reviewed by the RPR. Cables exceeding the maximum allowable pulling tension values shall be removed and replaced by the Contractor at the Contractor's expense.

The manufacturer's minimum bend radius or NEC requirements (whichever is more restrictive) shall apply. Cable installation, handling and storage shall be per manufacturer's recommendations. During cold weather, particular attention shall be paid to the manufacturer's minimum installation temperature. Cable shall not be installed when the temperature is at or below the manufacturer's minimum installation temperature. At the Contractor's option, the Contractor may submit a plan, for review by the RPR, for heated storage of the cable and maintenance of an acceptable cable temperature during installation when temperatures are below the manufacturer's minimum cable installation temperature.

Cable shall not be dragged across base can or manhole edges, pavement or earth. When cable must be coiled, lay cable out on a canvas tarp or use other appropriate means to prevent abrasion to the cable jacket.

108-3.3 INSTALLATION OF DIRECT-BURIED CABLE IN TRENCHES. Not Required.

108-3.4 CABLE MARKERS FOR DIRECT-BURIED CABLE. The location of direct buried circuits shall be marked by a concrete slab marker, 2 feet (60 cm) square and 4-6 inch (10 - 15 cm) thick, extending approximately one inch (25 mm) above the surface. Each cable run from a line of lights and signs to the equipment vault shall be marked at approximately every 200 feet (61 m) along the cable run, with an additional marker at each change of direction of cable run. All other direct-buried cable shall be marked in the same manner. Cable markers shall be installed directly above the cable. The Contractor shall impress the word "CABLE" and directional arrows on each cable marking slab. The letters shall be approximately 4 inches (100 mm) high and 3 inches (75 mm) wide, with width of stroke 1/2 inch (12 mm) and 1/4 inch (6 mm) deep. Stencils shall be used for cable marker lettering; no hand lettering shall be permitted.

At the location of each underground cable connection/splice, except at lighting units, or isolation transformers, a concrete marker slab shall be installed to mark the location of the connection/splice. The Contractor shall impress the word "SPLICE" on each slab. The Contractor also shall impress additional circuit identification symbols on each slab as directed by the RPR. All cable markers and splice markers shall be painted international orange. Paint shall be specifically manufactured for uncured exterior concrete. After placement, all cable or splice

markers shall be given one coat of high-visibility aviation orange paint as approved by the RPR. Furnishing and installation of cable markers is incidental to the respective cable pay item.

108-3.5 SPLICING. Connections of the type shown on the plans shall be made by experienced personnel regularly engaged in this type of work and shall be made as follows:

a. Cast splices. These shall be made by using crimp connectors for jointing conductors. Molds shall be assembled, and the compound shall be mixed and poured per the manufacturer's instructions and to the satisfaction of the RPR.

b. Field-attached plug-in splices. These shall be assembled per the manufacturer's instructions. These splices shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by one of the following methods: (1) wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches (38 mm) on each side of the joint (2) Covered with heat shrinkable tubing with integral sealant extending at least 1-1/2 inches (38 mm) on each side of the joint or (3) On connector kits equipped with water seal flap; roll-over water seal flap to sealing position on mating connector.

c. Factory-molded plug-in splices. These shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by one of the following methods: (1) Wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches (38 mm) on each side of the joint. (2) Covered with heat shrinkable tubing with integral sealant extending at least 1-1/2 inches (38 mm) on each side of the joint. or (3) On connector kits so equipped with water seal flap; roll-over water seal flap to sealing position on mating connector.

d. Taped or heat-shrink splices. A taped splice shall be made in the following manner:

Bring the cables to their final position and cut so that the conductors will butt. Remove insulation and jacket allowing for bare conductor of proper length to fit compression sleeve connector with 1/4 inch (6 mm) of bare conductor on each side of the connector. Prior to splicing, the two ends of the cable insulation shall be penciled using a tool designed specifically for this purpose and for cable size and type. Do not use emery paper on splicing operation since it contains metallic particles. The copper conductors shall be thoroughly cleaned. Join the conductors by inserting them equidistant into the compression connection sleeve. Crimp conductors firmly in place with crimping tool that requires a complete crimp before tool can be removed. Test the crimped connection by pulling on the cable. Scrape the insulation to assure that the entire surface over which the tape will be applied (plus 3 inches (75 mm) on each end) is clean. After scraping, wipe the entire area with a clean lint-free cloth. Do not use solvents.

Apply high-voltage rubber tape one-half lapped over bare conductor. This tape should be tensioned as recommended by the manufacturer. Voids in the connector area may be eliminated by highly elongating the tape, stretching it just short of its breaking point. The manufacturer's recommendation for stretching tape during splicing shall be followed. Always attempt to exactly half-lap to produce a uniform buildup. Continue buildup to 1-1/2 times cable diameter over the body of the splice with ends tapered a distance of approximately one inch (25 mm) over the original jacket. Cover rubber tape with two layers of vinyl pressure-sensitive tape one-half lapped. Do not use glyptol or lacquer over vinyl tape as they react as solvents to the tape. No further cable covering or splice boxes are required.

Heat shrinkable tubing shall be installed following manufacturer's instructions. Direct flame heating shall not be permitted unless recommended by the manufacturer. Cable surfaces within the limits of the heat-shrink application shall be clean and free of contaminants prior to application.

e. Assembly. Surfaces of equipment or conductors being terminated or connected shall be prepared in accordance with industry standard practice and manufacturer's recommendations. All surfaces to be connected shall be thoroughly cleaned to remove all dirt, grease, oxides, nonconductive films, or other foreign material. Paints and other nonconductive coatings shall be removed to expose base metal. Clean all surfaces at least 1/4 inch (6.4 mm) beyond all sides of the larger bonded area on all mating surfaces. Use a joint compound suitable for the materials used in the connection. Repair painted/coated surface to original condition after completing the connection.

108-3.6 BARE COUNTERPOISE WIRE INSTALLATION FOR LIGHTNING PROTECTION AND GROUNDING. If shown on the plans or included in the job specifications, bare solid #2 AWG copper counterpoise wire shall be installed for lightning protection of the underground cables. The RPR shall select one of two methods of lightning protection for the airfield lighting circuit based upon sound engineering practice and lightning strike density.

a. Equipotential. The counterpoise size is as shown on the plans. The equipotential method is applicable to all airfield lighting systems; i.e. runway, taxiway, apron – touchdown zone, centerline, edge, threshold and approach lighting systems. The equipotential method is also successfully applied to provide lightning protection for power, signal and communication systems. The light bases, counterpoise, etc. – all components - are bonded together and bonded to the vault power system ground loop/electrode.

Counterpoise wire shall be installed in the same trench for the entire length of buried cable, conduits and duct banks that are installed to contain airfield cables. The counterpoise is centered over the cable/conduit/duct to be protected.

The counterpoise conductor shall be installed no less than 8 inches (200 mm) minimum or 12 inches (300 mm) maximum above the raceway or cable to be protected, except as permitted below:

(1) The minimum counterpoise conductor height above the raceway or cable to be protected shall be permitted to be adjusted subject to coordination with the airfield lighting and pavement designs.

(2) The counterpoise conductor height above the protected raceway(s) or cable(s) shall be calculated to ensure that the raceway or cable is within a 45-degree area of protection, (45 degrees on each side of vertical creating a 90 degree angle).

The counterpoise conductor shall be bonded to each metallic light base, mounting stake, and metallic airfield lighting component.

All metallic airfield lighting components in the field circuit on the output side of the constant current regulator (CCR) or other power source shall be bonded to the airfield lighting counterpoise system.

All components rise and fall at the same potential; with no potential difference, no damaging arcing and no damaging current flow.

See AC 150/5340-30, Design and Installation Details for Airport Visual Aids and NFPA 780, Standard for the Installation of Lightning Protection Systems, Chapter 11, for a detailed description of the Equipotential Method of lightning protection.

Reference FAA STD-019E, Lightning and Surge Protection, Grounding Bonding and Shielding Requirements for Facilities and Electronic Equipment, Part 4.1.1.7.

b. Isolation. Not Required.

c. Common Installation requirements. When a metallic light base is used, the grounding electrode shall be bonded to the metallic light base or mounting stake with a No. 6 AWG bare, annealed or soft drawn, solid copper conductor.

When a nonmetallic light base is used, the grounding electrode shall be bonded to the metallic light fixture or metallic base plate with a No. 6 AWG bare, annealed or soft drawn, solid copper conductor.

Grounding electrodes may be rods, ground dissipation plates, radials, or other electrodes listed in the NFPA 70 (NEC) or NFPA 780.

Where raceway is installed by the directional bore, jack and bore, or other drilling method, the counterpoise conductor shall be permitted to be installed concurrently with the directional bore, jack and bore, or other drilling method raceway, external to the raceway or sleeve.

The counterpoise wire shall also be exothermically welded to ground rods installed as shown on the plans but not more than 500 feet (150 m) apart around the entire circuit. The counterpoise system shall be continuous and terminate at the transformer vault or at the power source. It shall be securely attached to the vault or equipment external ground ring or other made electrode-grounding system. The connections shall be made as shown on the plans and in the specifications.

Where an existing airfield lighting system is being extended or modified, the new counterpoise conductors shall be interconnected to existing counterpoise conductors at each intersection of the new and existing airfield lighting counterpoise systems.

d. Parallel Voltage Systems. Provide grounding and bonding in accordance with NFPA 70, National Electrical Code.

108-3.7 COUNTERPOISE INSTALLATION ABOVE MULTIPLE CONDUITS AND DUCT BANKS. Counterpoise wires shall be installed above multiple conduits/duct banks for airfield lighting cables, with the intent being to provide a complete area of protection over the airfield lighting cables. When multiple conduits and/or duct banks for airfield cable are installed in the same trench, the number and location of counterpoise wires above the conduits shall be adequate to provide a complete area of protection measured 45 degrees each side of vertical.

Where duct banks pass under pavement to be constructed in the project, the counterpoise shall be placed above the duct bank. Reference details on the construction plans.

108-3.8 COUNTERPOISE INSTALLATION AT EXISTING DUCT BANKS. When airfield lighting cables are indicated on the plans to be routed through existing duct banks, the new counterpoise wiring shall be terminated at ground rods at each end of the existing duct bank where the cables being protected enter and exit the duct bank. The new counterpoise conductor shall be bonded to the existing counterpoise system.

108-3.9 EXOTHERMIC BONDING. Bonding of counterpoise wire shall be by the exothermic welding process or equivalent method accepted by the RPR. Only personnel experienced in and regularly engaged in this type of work shall make these connections.

Contractor shall demonstrate to the satisfaction of the RPR, the welding kits, materials and procedures to be used for welded connections prior to any installations in the field. The installations shall comply with the manufacturer's recommendations and the following:

- a. All slag shall be removed from welds.
- b. Using an exothermic weld to bond the counterpoise to a lug on a galvanized light base is not recommended unless the base has been specially modified. Consult the manufacturer's installation directions for proper methods of bonding copper wire to the light base. See AC 150/5340-30 for galvanized light base exception.
- c. If called for in the plans, all buried copper and weld material at weld connections shall be thoroughly coated with 6 mm of 3M™ Scotchkote™, or approved equivalent, or coated with coal tar Bitumastic® material to prevent surface exposure to corrosive soil or moisture.

108-3.10 TESTING. The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits before and after installation. The Contractor shall perform all tests in the presence of the RPR. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the RPR. All costs for testing are incidental to the respective item being tested. For phased projects, the tests must be completed by phase. The Contractor must maintain the test results throughout the entire project as well as during the warranty period that meet the following:

- a. Earth resistance testing methods shall be submitted to the RPR for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the RPR. All such testing shall be at the sole expense of the Contractor.
- b. Should the counterpoise or ground grid conductors be damaged or suspected of being damaged by construction activities the Contractor shall test the conductors for continuity with a low resistance ohmmeter. The conductors shall be isolated such that no parallel path exists and tested for continuity. The RPR shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

After installation, the Contractor shall test and demonstrate to the satisfaction of the RPR the following:

- c. That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.
- d. That all affected circuits (existing and new) are free from unspecified grounds.

e. That the insulation resistance to ground of all new non-grounded high voltage series circuits or cable segments is not less than 100 megohms. Verify continuity of all series airfield lighting circuits prior to energization.

f. That the insulation resistance to ground of all new non-grounded conductors of new multiple circuits or circuit segments is not less than 100 megohms.

g. That all affected circuits (existing and new) are properly connected per applicable wiring diagrams.

h. That all affected circuits (existing and new) are operable. Tests shall be conducted that include operating each control not less than 10 times and the continuous operation of each lighting and power circuit for not less than 1/2 hour.

i. That the impedance to ground of each ground rod does not exceed 10 ohms prior to establishing connections to other ground electrodes. The fall-of-potential ground impedance test shall be used, as described by American National Standards Institute/Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81, to verify this requirement. As an alternate, clamp-on style ground impedance test meters may be used to satisfy the impedance testing requirement. Test equipment and its calibration sheets shall be submitted for review and approval by the RPR prior to performing the testing.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the RPR. Where connecting new cable to existing cable, insulation resistance tests shall be performed on the new cable prior to connection to the existing circuit.

There are no approved "repair" procedures for items that have failed testing other than complete replacement.

METHOD OF MEASUREMENT

108-4.1 The cost of all excavation, backfill, dewatering and restoration regardless of the type of material encountered shall be included in the unit price bid for the work.

108-4.2 Cable or counterpoise wire installed in trench, duct bank or conduit shall be measured by the number of linear feet (meters) installed and grounding connectors, and trench marking tape ready for operation, and accepted as satisfactory. Separate measurement shall be made for each cable or counterpoise wire installed in trench, duct bank or conduit. The measurement for this item shall include additional quantities required for slack.

108-4.3 Ground rods shall be measured by each 10-foot section installed complete.

BASIS OF PAYMENT

108-5.1 Payment will be made at the contract unit price for trenching, cable and bare counterpoise wire installed in trench (direct-buried), or cable and equipment ground installed in duct bank or conduit, in place by the Contractor and accepted by the RPR. This price shall be full compensation for furnishing all materials and for all preparation and installation of these materials, and for all

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labor, equipment, tools, and incidentals, including ground rods and ground connectors and trench marking tape, necessary to complete this item.

Payment will be made under:

Item L-108-5.1	Trenching for direct buried cable, 18-inch minimum depth	per linear foot (meter)
Item L-108-5.2	[No. 8 AWG] [No. 6 AWG], [5 kV] [600V], L-824, [Type C] [Type B] Cable, Installed in Trench, Duct Bank or Conduit	per linear foot (meter)
Item L-108-5.3	No. [6] [4] [2] AWG, Solid, Bare Copper Counterpoise Wire, Installed [in Trench], [Above the Duct Bank or Conduit], Including Connections/Terminations	per linear foot (meter)
Item L-108-5.4	No. [6] [4] [2] AWG, [Bare] [Insulated], Stranded Equipment [bonding] [Ground], Installed in Duct Bank or Conduit	per linear foot (meter)
Item L-108-1	1/C L-824-Type C Unshielded #8 AWG 5 KV Stranded Copper Cable, Installed in Duct or Conduit	-- per Linear Foot (LF)
Item L-108-2	1/C #2 AWG Solid Copper Counterpoise Cable, Installed over Duct or Conduit	-- per Linear Foot (LF)
Item L-108-3	0.75" Diameter by 10.00' Long Copper Clad Steel Sectional Ground Rod	-- per Each (EA)

REFERENCES

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

Advisory Circulars (AC)

AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-53	Airport Lighting Equipment Certification Program

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Commercial Item Description

A-A-59544A	Cable and Wire, Electrical (Power, Fixed Installation)
A-A-55809	Insulation Tape, Electrical, Pressure-Sensitive Adhesive, Plastic

ASTM International (ASTM)

ASTM B3	Standard Specification for Soft or Annealed Copper Wire
ASTM B8	Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
ASTM B33	Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes
ASTM D4388	Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes

Mil Spec

MIL-PRF-23586F	Performance Specification: Sealing Compound (with Accelerator), Silicone Rubber, Electrical
MIL-I-24391	Insulation Tape, Electrical, Plastic, Pressure Sensitive

National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)
NFPA-780	Standard for the Installation of Lightning Protection Systems

American National Standards Institute (ANSI)/Institute of Electrical and Electronics Engineers (IEEE)

ANSI/IEEE STD 81	IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System
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Federal Aviation Administration Standard

FAA STD-019E	Lightning and Surge Protection, Grounding Bonding and Shielding Requirements for Facilities and Electronic Equipment
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ITEM L-109 AIRPORT TRANSFORMER VAULT AND VAULT EQUIPMENT

DESCRIPTION

109-1.1 This item shall consist of modifications to an airport transformer vault or a prefabricated metal housing per these specifications and per the design and dimensions shown in the plans. This work shall also include the installation of conduits in the floor and foundation, painting and lighting of the vault or metal housing, and the furnishing of all incidentals that are necessary to produce a completed unit. Included as a separate part under this item or as a separate item where an existing vault is to be used shall be the furnishing of all vault equipment, wiring, electrical buses, cable, conduit, potheads, and grounding systems. This work shall also include the painting of equipment and conduit; the marking and labeling of equipment and the labeling or tagging of wires; the testing of the installation; and the furnishing of all incidentals necessary to place it in operating condition as a completed unit to the satisfaction of the RPR.

EQUIPMENT AND MATERIALS

109-2.1 GENERAL.

a. Airport lighting equipment and materials covered by advisory circulars (AC) shall be certified in AC 150/5345-53, Airport Lighting Equipment Certification Program (ALECP) and listed in the ALECP Addendum.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be provided in electronic pdf format, tabbed by specification section. The RPR reserves the right to reject any and all

equipment, materials or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

CONSTRUCTION OF VAULT AND PREFABRICATED METAL HOUSING

109-3.1 ELECTRICAL VAULT BUILDING. Not Required.

109-3.2 CONCRETE. Not Required.

109-3.3 PRECAST CONCRETE STRUCTURES. Not Required.

109-3.4 REINFORCING STEEL. Not Required.

109-3.5 BRICK. Not Required.

109-3.6 RIGID STEEL CONDUIT. Rigid steel conduit and fittings shall be per Underwriters Laboratories Standards 6 and 514B.

109-3.7 PLASTIC CONDUIT AND FITTINGS. Plastic Conduit and fittings shall conform to the requirements of UL-651 and UL-654 schedule 40 polyvinyl chloride (PVC) suitable for use above or below ground.

109-3.8 LIGHTING. Not Required.

109-3.9 OUTLETS. Not Required.

109-3.10 SWITCHES. Not Required.

109-3.11 PAINT. Not Required.

109-3.12 GROUND BUS. Ground bus shall be 1/8 × 3/4 inch (3 × 19 mm) minimum copper bus bar.

109-3.13 SQUARE DUCT. Duct shall be square similar to that manufactured by the Square D Company (or equivalent), or the Trumbull Electric Manufacturing Company (or equivalent). The entire front of the duct on each section shall consist of hinged or removable cover for ready access to the interior. The cross-section of the duct shall be not less than 4 × 4 inch (100 × 100 mm) except where otherwise shown in the plans.

109-3.14 GROUND RODS. Ground rods shall be in accordance with Item L-108.

109-3.15 VAULT PREFABRICATED METAL HOUSING. Not Required.

109-3.16 FAA-APPROVED EQUIPMENT. Certain items of airport lighting equipment installed in vaults are covered by individual ACs listed below:

AC 150/5345-3	Specification for L-821, Panels for Remote Control of Airport Lighting
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-10	Specification for Constant Current Regulators and Regulator Monitors
AC 150/5345-13	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits.
AC 150/5345-49	Specification for L-854, Radio Control Equipment
AC 150/5345-56	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)

109-3.17 OTHER ELECTRICAL EQUIPMENT. Distribution transformers, oil switches, cutouts, relays, terminal blocks, transfer relays, circuit breakers, and all other regularly used commercial items of electrical equipment not covered by FAA equipment specifications and ACs shall conform to the applicable rulings and standards of the Institute of Electrical and Electronic Engineers (IEEE) or the National Electrical Manufacturers Association (NEMA). When specified, test reports from a testing laboratory indicating that the equipment meets the specifications shall be supplied. In all cases, equipment shall be new and a first-grade product. This equipment shall be supplied in the quantities required for the specific project and shall incorporate the electrical and mechanical characteristics specified in the proposal and plans. Equipment selected and installed by the Contractor shall maintain the interrupting current rating of the existing systems or specified rating whichever is greater.

109-3.18 WIRE. Wire (in conduit) rated up to 5,000 volts shall be per AC 150/5345-7, Specification for L-824 Underground Electrical Cables for Airport Lighting Circuits. For ratings up to 600 volts, moisture and heat resistant thermoplastic wire conforming to Commercial Item Description A-A-59544A Type THWN-2 shall be used. The wires shall be of the type, size, number of conductors, and voltage shown in the plans or in the proposal.

a. Control circuits. Unless otherwise indicated on the plans, wire shall be not less than No. 12 American wire gauge (AWG) and shall be insulated for 600 volts. If telephone control cable is specified, No. 19 AWG telephone cable per ANSI/Insulated Cable Engineers Association (ICEA) S-85-625 specifications shall be used.

b. Power circuits.

(1) 600 volts maximum – Wire shall be No. 6 AWG or larger and insulated for at least 600 volts.

(2) 3,000 volts maximum – Wire shall be No. 6 AWG or larger and insulated for at least 3,000 volts.

(3) Over 3,000 volts-Wire shall be No. 6 AWG or larger and insulated for at least the circuit voltage.

109-3.19 SHORT CIRCUIT / COORDINATION / DEVICE EVALUATION / ARC FLASH ANALYSIS. The Contractor shall, based upon the equipment provided, include as a part of the submittal process the electrical system "Short Circuit / Coordination / Device evaluation / Arc Flash Analysis". The analysis shall be performed by the equipment manufacturer and submitted in a written report. The analysis shall be signed and sealed by a registered professional Engineer from the state in which the project is located. The analysis shall comply with NFPA-70E and IEEE 1584.

The analysis will include: one line diagrams, short circuit analysis, coordination analysis, equipment evaluation, arc flash analysis and arc flash labels containing at a minimum, equipment name, voltage/current rating, available incident energy and flash protection boundary.

The selected firms field service Engineer shall perform data gathering for analysis completion and device settings, perform device setting as recommended by the analysis and will furnish and install the arc flash labels. The components worst case incident energy will be considered the available arc flash energy at that specific point in the system. Submit three written copies and one electronic copy of the report.

CONSTRUCTION METHODS

CONSTRUCTION OF VAULT AND PREFABRICATED METAL HOUSING

109-4.1 GENERAL. Not Required.

109-4.2 FOUNDATION AND WALLS. Not Required.

109-4.3 ROOF. Not Required.

109-4.4 FLOOR. Not Required.

109-4.5 FLOOR DRAIN. Not Required.

109-4.6 CONDUITS IN FLOOR AND FOUNDATION. Not Required.

109-4.7 DOORS. Not Required.

109-4.8 PAINTING. Not Required.

109-4.9 LIGHTS AND SWITCHES. Not Required.

INSTALLATION OF EQUIPMENT IN VAULT OR PREFABRICATED METAL HOUSING

109-5.1 GENERAL. The Contractor shall furnish, install, and connect all equipment, equipment accessories, conduit, cables, wires, buses, grounds, and support necessary to ensure a complete and operable electrical distribution center for the airport lighting system as specified herein and shown in the plans. When specified, an emergency power supply and transfer switch shall be provided and installed.

The equipment installation and mounting shall comply with the requirements of the National Electrical Code and local code agency having jurisdiction. All electrical work shall comply with the NEC and local code agency having jurisdiction including the separation of under 600V work from 5,000V work."

109-5.2 POWER SUPPLY EQUIPMENT. Transformers, regulators, booster transformers, and other power supply equipment items shall be furnished and installed at the location shown in the plans or as directed by the RPR. The power supply equipment shall be set on steel "H" sections, "I" beams, channels, or concrete blocks to provide a minimum space of 1-1/2 inch (38 mm) between the equipment and the floor. The equipment shall be placed so as not to obstruct the oil-sampling plugs of the oil-filled units; and name-plates shall, so far as possible, not be obscured.

If specified in the plans and specifications, equipment for an alternate power source or an emergency power generator shall be furnished and installed. The alternate power supply installation shall include all equipment, accessories, an automatic changeover switch, and all necessary wiring and connections. The emergency power generator set shall be the size and type specified.

109-5.3 SWITCHGEAR AND PANELS. Oil switches, fused cutouts, relays, transfer switches, panels, panel boards, and other similar items shall be furnished and installed at the location shown in the plans or as directed by the RPR. Wall or ceiling mounted items shall be attached to the wall or ceiling with galvanized bolts of not less than 3/8-inch (9 mm) diameter engaging metal expansion shields or anchors in masonry or concrete vaults.

109-5.4 DUCT AND CONDUIT. The Contractor shall furnish and install square-type exposed metallic ducts with hinged covers for the control circuits in the vault. These shall be mounted along the walls behind all floor-mounted equipment and immediately below all wall-mounted equipment. The hinged covers shall be placed to open from the front side with the hinges at the front bottom.

Wall brackets for square ducts shall be installed at all joints 2 feet (60 cm) or more apart with intermediate brackets as specified. Conduit shall be used between square ducts and equipment or between different items of equipment when the equipment is designed for conduit connection. When the equipment is not designed for conduit connection, conductors shall enter the square-type control duct through insulating bushings in the duct or on the conduit risers.

109-5.5 WIRING AND CONNECTIONS. The Contractor shall make all necessary electrical connections in the vault per the wiring diagrams furnished and as directed by the RPR. In wiring to the terminal blocks, the Contractor shall leave sufficient extra length on each control lead to make future changes in connections at the terminal block. This shall be accomplished by running each control lead the longest way around the box to the proper terminal. Leads shall be neatly laced in place.

109-5.6 MARKING AND LABELING. All equipment, control wires, terminal blocks, etc., shall be tagged, marked, or labeled as specified below:

a. Wire identification. The Contractor shall furnish and install self-sticking wire labels or identifying tags on all control wires at the point where they connect to the control equipment or to the terminal blocks. Wire labels, if used, shall be of the self-sticking preprinted type and of the manufacturer's recommended size for the wire involved. Identification -markings designated in the plans shall be followed. Tags, if used, shall be of fiber not less than 3/4 inch (19 mm) in diameter and not less than 1/32 inch (1 mm) thick. Identification markings designated in the plans shall be stamped on tags by means of small tool dies. Each tag shall be securely tied to the proper wire by a nonmetallic cord.

b. Labels. The Contractor shall stencil identifying labels on the cases of regulators, breakers, and distribution and control relay cases with white oil paint as designated by the RPR. The letters and numerals shall be not less than one inch (25 mm) in height and shall be of proportionate width. The Contractor shall also mark the correct circuit designations per the wiring diagram on the terminal marking strips, which are a part of each terminal block.

METHOD OF MEASUREMENT

109-6.1 Not Required.

109-6.2 Not Required.

109-6.3 The quantity of equipment to be paid for under this item shall consist of all equipment installed, connected and accepted as a complete unit ready for operation within an existing vault or prefabricated metal housing.

BASIS OF PAYMENT

109-7.1 Payment will be made at the contract unit price for each completed and accepted vault or prefabricated metal housing equipment installation. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

~~Item L 109 7.1 Construction of Airport Transformer Vault in Place per unit~~

~~Item L 109 7.2 Installation of Airport Transformer Vault Equipment in Place per unit~~

~~Item L 109 7.3 Construction of [Prefabricated Metal Housing] [Prefabricated Concrete Building] and Foundation in Place per unit~~

~~Item L 109 7.4 Installation of Equipment with in existing vault or prefabricated metal housing in Place per unit~~

KESSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
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Item L-109-1 Airfield Lighting Control System Modifications: Vendor -- Allowance (AL)

Payment shall be made at the contract unit price to enable the Contractor to obtain, all necessary equipment, specialty materials and technical support from the OEM for the ALCS modifications. The Contractor will utilize the OEM ALCS furnished materials and will pay for the ALCS components within the allowance included in the bid documents (including sales tax). ALCS modifications shall also include updating the ALCS Airport Graphic to include TW E geometric modifications. Documentation, meeting time and commissioning of the ALCS are also included. Please coordinate with Joe Lee at Rural Electric – (480) 850-3570.

Item L-109-2 Airfield Lighting Control System Modifications: Contractor -- Lump Sum (LS)

Payment shall be made at the contract unit price to include all coordination, materials, labor, supervision, escort and all incidentals required to install the OEM furnished materials and to modify the existing Airfield Lighting Control System (ALCS) including the L-821 control panel modifications in the Air Traffic Control Tower (ATCT), interconnection of the existing tower, vault computers and new Constant Current Regulators (CCR) and monitors, provide and install all controls and monitoring and all modifications necessary for a complete and operational Airfield Lighting Control System to provide a fully functional system in accordance with the Contract Documents.

Item L-109-3 Airfield Electrical Vault Modifications -- Lump Sum (LS)

Payment shall be made at the contract unit price to include all transportation, coordination, materials, labor, supervision, and all incidentals required to furnish and install all equipment, raceway, conductors, lightning protection, alternator, utility services, feeders, branch circuits, grounding, bonding, coordination study, overcurrent protection, terminations, etc. required for the Airfield Lighting Vault electrical service and alternator as shown in the Contract Documents, install all controls and monitoring and all appurtenances necessary for a complete and functional electrical system in accordance with the Contract Documents.

Item L-109-4 Short Circuit/Coordination/Device Evaluation/ Arc Flash Analysis -- Lump Sum (LS)

Payment shall be made at the contract unit price for Short Circuit/Coordination/Device Evaluation/Arc Flash Analysis. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and supervision, engineering, and for all labor, equipment, tools, and incidentals necessary, including but not limited to, site visits and investigation, where required, to complete this item in conformance with the Contract Documents.

Item L-109-5 7.5 KW L-828 Constant Current Regulator- 3 Step - 240V -- per Each (EA)

Item L-109-5 7.5 KW L-828 Constant Current Regulator- 3 Step - 240V -- per Each (EA)

L-828 Constant current regulator, air cooled, ferro-resonant, dry type, with 120 Volt internal control, **240** Volt single phase input, **6.6** amp output, 7.5KW, **3** step brightness control. The units shall have integral primary switches and input and output lightning protection. Each shall have local control switches for on/off and all brightness steps, and shall have a face plate digital output RMS ammeter and face plate digital output RMS voltmeter. This item includes installation and testing of the unit, 5kv pigtails and L-823 connectors, grounding and all incidentals.

REFERENCES

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

Advisory Circulars (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-3	Specification for L-821, Panels for Remote Control of Airport Lighting
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-10	Specification for Constant Current Regulators and Regulator Monitors
AC 150/5345-13	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
AC 150/5345-49	Specification L-854, Radio Control Equipment;
AC 150/5345-53	Airport Lighting Equipment Certification Program

American National Standards Institute / Insulated Cable Engineers Association (ANSI/ICEA)

ANSI/ICEA S-85-625	Standard for Telecommunications Cable Aircore, Polyolefin Insulated, Copper Conductor Technical Requirements
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ASTM International (ASTM)

ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
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ASTM C62	Standard Specification for Building Brick (Solid Masonry Units Made from Clay or Shale)
ASTM C90	Standard Specification for Loadbearing Concrete Masonry Units
ASTM D2823	Standard Specification for Asphalt Roof Coatings, Asbestos Containing
ASTM D4479	Standard Specification for Asphalt Roof Coatings – Asbestos-Free

Commercial Item Description (CID)

A-A 59544	Cable and Wire, Electrical (Power, Fixed Installation) Institute of Electrical and Electronic Engineers (IEEE)
IEEE 1584	Guide for Performing Arc-Flash Hazard Calculations

Master Painter's Institute (MPI)

MPI Reference #9	Alkyd, Exterior, Gloss (MPI Gloss Level 6)
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Underwriters Laboratories (UL)

UL Standard 6	Electrical Rigid Metal Conduit – Steel
UL Standard 514B	Conduit, Tubing, and Cable Fittings
UL Standard 514C	Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
UL Standard 651	Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
UL Standard 651A	Type EB and A Rigid PVC Conduit and HDPE Conduit

National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)
NFPA-70E	Standard for Electrical Safety in the Workplace
NFPA-780	Standard for the Installation of Lightning Protection Systems

END OF ITEM L-109

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ITEM SP-109S-16990 ALLOWANCES

I. RELATED DOCUMENTS

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

II. SUMMARY

1. This Section includes administrative and procedural requirements governing allowances.
2. All applicable allowances are listed on the Bid Form and contained with the noted specification.

III. SELECTION AND PURCHASE

1. At the earliest practical date after award of the Contract, advise the Engineer of the date when the final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
2. At the Engineer's request, obtain proposals for each allowance item for use in making final selections. Include recommendations that are relevant to performing the Work.
3. Purchase products and systems selected by the Engineer from the designated supplier(s).

IV. SUBMITTALS

1. Submit proposals for purchase of products or systems included in allowances.
2. Submit invoices or delivery slips to show the actual services provided or quantities of materials delivered to the site for use in fulfillment of each allowance.

V. ALLOWANCES

1. Use the allowance only as directed for the Owner's purposes and only with the Engineer's written permission that indicate amounts to be charged to the allowance.
2. The Contractor's related costs in support for the allowance items and for products and equipment ordered by the Owner under the allowance including delivery, installation, taxes, insurance, equipment rental, and similar costs shall be considered an incidental part of the Contractors support pay item.

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3. Allowance pay items are direct pass through invoices from the specified vendor, to contractor(s) to Owner. The contractor is not allowed any mark up or profit on the allowance pay items. The selected vendor shall detail the scope and work performed on the invoices.
4. Change Orders authorizing use of funds from the allowance shall include Contractor's related costs but shall not include overhead and profit margins, which shall be included in the Contractor's Base Bid allowance support pay item.

VI. UNUSED ALLOWANCES

1. At Project close-out, credit all unused allowance monies to the Owner by Change Order.

VII. EXAMINATION

1. Examine products covered by an allowance promptly upon delivery for damage or defects. Report findings to Engineer in writing.

VIII. PREPARATION

1. Coordinate services, materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

END OF ITEM SP-109S-16990

ITEM L-110 AIRPORT UNDERGROUND ELECTRICAL DUCT BANKS AND CONDUITS

DESCRIPTION

110-1.1 This item shall consist of underground electrical conduits and duct banks (single or multiple conduits encased in concrete or buried in sand) installed per this specification at the locations and per the dimensions, designs, and details shown on the plans. This item shall include furnishing and installing of all underground electrical duct banks and individual and multiple underground conduits and removal of existing duct banks. It shall also include all turfing trenching, backfilling, removal, and restoration of any paved or turfed areas; concrete encasement, mandrelling, pulling lines, duct markers, plugging of conduits, and the testing of the installation as a completed system ready for installation of cables per the plans and specifications. This item shall also include furnishing and installing conduits and all incidentals for providing positive drainage of the system. Verification of existing ducts is incidental to the pay items provided in this specification.

EQUIPMENT AND MATERIALS

110-2.1 GENERAL.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR.

b. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, that comply with these specifications, at the Contractor's cost.

c. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in project that accrue directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes specified in this document.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from

final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

110-2.2 STEEL CONDUIT. Rigid galvanized steel (RGS) conduit and fittings shall be hot dipped galvanized inside and out and conform to the requirements of Underwriters Laboratories Standards 6, 514B, and 1242. All RGS conduits or RGS elbows installed below grade, in concrete, permanently wet locations or other similar environments shall be painted with a 10-mil thick coat of asphaltum sealer or shall have a factory-bonded polyvinyl chloride (PVC) cover. Any exposed galvanizing or steel shall be coated with 10 mils of asphaltum sealer. When using PVC coated RGS conduit, care shall be exercised not to damage the factory PVC coating. Damaged PVC coating shall be repaired per the manufacturer's written instructions. In lieu of PVC coated RGS, corrosion wrap tape shall be permitted to be used where RGS is in contact with direct earth."

110-2.3 PLASTIC CONDUIT. Plastic conduit and fittings shall conform to the following requirements:

- UL 514B covers W-C-1094-Conduit fittings all types, classes 1 thru 3 and 6 thru 10.
- UL 514C covers W-C-1094- all types, Class 5 junction box and cover in plastic (PVC).
- UL 651 covers W-C-1094-Rigid PVC Conduit, types I and II, Class 4.
- UL 651A covers W-C-1094-Rigid PVC Conduit and high-density polyethylene (HDPE) Conduit type III and Class 4.

Underwriters Laboratories Standards UL-651 and Article 352 of the current National Electrical Code shall be one of the following, as shown on the plans:

- a. Type I—Schedule 40 and Schedule 80 PVC suitable for underground use either direct-buried or encased in concrete.
- b. Type II—Schedule 40 PVC suitable for either above ground or underground use.
- c. Type III – Schedule 80 PVC suitable for either above ground or underground use either direct-buried or encased in concrete.
- d. Type III –HDPE pipe, minimum standard dimensional ratio (SDR) 11, suitable for placement with directional boring under pavement.

The type of solvent cement shall be as recommended by the conduit/fitting manufacturer.

110-2.4 SPLIT CONDUIT. Split conduit shall be pre-manufactured for the intended purpose and shall be made of steel or plastic.

110-2.5 CONDUIT SPACERS. Conduit spacers shall be prefabricated interlocking units manufactured for the intended purpose. They shall be of double wall construction made of high grade, high density polyethylene complete with interlocking cap and base pads. They shall be designed to accept No. 4 reinforcing bars installed vertically.

110-2.6 CONCRETE. Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

110-2.7 PRECAST CONCRETE STRUCTURES. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another RPR approved third party certification program. Precast concrete structures shall conform to ASTM C478.

110-2.8 FLOWABLE BACKFILL. Flowable material used to back fill conduit and duct bank trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.

110-2.9 DETECTABLE WARNING TAPE. Plastic, detectable, American Public Works Association (APWA) red (electrical power lines, cables, conduit and lighting cable), orange (telephone/fiber optic cabling) with continuous legend magnetic tape shall be polyethylene film with a metallized foil core and shall be 3-6 inches (75-150 mm) wide. Detectable tape is incidental to the respective bid item.

CONSTRUCTION METHODS

110-3.1 GENERAL. The Contractor shall install underground duct banks and conduits at the approximate locations indicated on the plans. The RPR shall indicate specific locations as the work progresses, if required to differ from the plans. Duct banks and conduits shall be of the size, material, and type indicated on the plans or specifications. Where no size is indicated on the plans or in the specifications, conduits shall be not less than 2 inches (50 mm) inside diameter or comply with the National Electrical Code based on cable to be installed, whichever is larger. All duct bank and conduit lines shall be laid so as to grade toward access points and duct or conduit ends for drainage. Unless shown otherwise on the plans, grades shall be at least 3 inches (75 mm) per 100 feet (30 m). On runs where it is not practicable to maintain the grade all one way, the duct bank and conduit lines shall be graded from the center in both directions toward access points or conduit ends, with a drain into the storm drainage system. Pockets or traps where moisture may accumulate shall be avoided. Under pavement, the top of the duct bank shall not be less than 18 inches (0.5 m) below the subgrade; in other locations, the top of the duct bank or underground conduit shall be not less than 18 inches (0.5 m) below finished grade.

The Contractor shall mandrel each individual conduit whether the conduit is direct-buried or part of a duct bank. An iron-shod mandrel, not more than 1/4 inch (6 mm) smaller than the bore of the conduit shall be pulled or pushed through each conduit. The mandrel shall have a leather or rubber gasket slightly larger than the conduit hole.

The Contractor shall swab out all conduits/ducts and clean base can, manhole, pull boxes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed the light bases, manholes, pull boxes, etc., and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, base cans, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be recleaned at the Contractor's expense. All accessible points shall be kept closed when not installing cable. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

For pulling the permanent wiring, each individual conduit, whether the conduit is direct-buried or part of a duct bank, shall be provided with a 200-pound (90 kg) test polypropylene pull rope. The ends shall be secured and sufficient length shall be left in access points to prevent it from slipping back into the conduit. Where spare conduits are installed, as indicated on the plans, the open ends shall be plugged with removable tapered plugs, designed for this purpose.

All conduits shall be securely fastened in place during construction and shall be plugged to prevent contaminants from entering the conduits. Any conduit section having a defective joint shall not be installed. Ducts shall be supported and spaced apart using approved spacers at intervals not to exceed 5 feet (1.5 m).

Unless otherwise shown on the plans, concrete encased duct banks shall be used when crossing under pavements expected to carry aircraft loads, such as runways, taxiways, taxilanes, ramps and aprons. When under paved shoulders and other paved areas, conduit and duct banks shall be encased using flowable fill for protection.

All conduits within concrete encasement of the duct banks shall terminate with female ends for ease in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored.

Trenches for conduits and duct banks may be excavated manually or with mechanical trenching equipment unless in pavement, in which case they shall be excavated with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of shoulder surface is disturbed. Blades of graders shall not be used to excavate the trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 inches (75 mm) below the required conduit or duct bank depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch (6.3 mm) sieve. Flowable backfill may alternatively be used

Underground electrical warning (Caution) tape shall be installed in the trench above all underground duct banks and conduits in unpaved areas. Contractor shall submit a sample of the proposed warning tape for approval by the RPR. If not shown on the plans, the warning tape shall be located 6 inches above the duct/conduit or the counterpoise wire if present.

Joints in plastic conduit shall be prepared per the manufacturer's recommendations for the particular type of conduit. Plastic conduit shall be prepared by application of a plastic cleaner and brushing a plastic solvent on the outside of the conduit ends and on the inside of the couplings. The conduit fitting shall then be slipped together with a quick one-quarter turn twist to set the joint tightly. Where more than one conduit is placed in a single trench, or in duct banks, joints in the conduit shall be staggered a minimum of 2 feet (60 cm).

Changes in direction of runs exceeding 10 degrees, either vertical or horizontal, shall be accomplished using manufactured sweep bends.

Whether or not specifically indicated on the drawings, where the soil encountered at established duct bank grade is an unsuitable material, as determined by the RPR, the unsuitable material

shall be removed per Item P-152 and replaced with suitable material. Additional duct bank supports shall be installed, as approved by the RPR.

All excavation shall be unclassified and shall be considered incidental to Item L-110. Dewatering necessary for duct installation, and erosion per federal, state, and local requirements is incidental to Item L-110.

Unless otherwise specified, excavated materials that are deemed by the RPR to be unsuitable for use in backfill or embankments shall be removed and disposed of offsite.

Any excess excavation shall be filled with suitable material approved by the RPR and compacted per Item P-152.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables cross proposed installations, the Contractor shall ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

a. Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred

b. Trenching, etc., in cable areas shall then proceed with approval of the RPR, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair.

110-3.2 DUCT BANKS. Unless otherwise shown in the plans, duct banks shall be installed so that the top of the concrete envelope is not less than 18 inches (0.5 m) below the bottom of the base or stabilized base course layers where installed under runways, taxiways, aprons, or other paved areas, and not less than 18 inches (0.5 m) below finished grade where installed in unpaved areas.

Unless otherwise shown on the plans, duct banks under paved areas shall extend at least 3 feet (1 m) beyond the edges of the pavement or 3 feet (1 m) beyond any under drains that may be installed alongside the paved area. Trenches for duct banks shall be opened the complete length before concrete is placed so that if any obstructions are encountered, provisions can be made to avoid them. Unless otherwise shown on the plans, all duct banks shall be placed on a layer of concrete not less than 3 inches (75 mm) thick prior to its initial set. The Contractor shall space the conduits not less than 3 inches (75 mm) apart (measured from outside wall to outside wall). All such multiple conduits shall be placed using conduit spacers applicable to the type of conduit. As the conduit laying progresses, concrete shall be placed around and on top of the conduits not less than 3 inches (75 mm) thick unless otherwise shown on the plans. All conduits shall terminate with female ends for ease of access in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Conduits forming the duct bank shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches (150 mm) to anchor the assembly

into the earth prior to placing the concrete encasement. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot (1.5-m) intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

When specified, the Contractor shall reinforce the bottom side and top of encasements with steel reinforcing mesh or fabric or other approved metal reinforcement. When directed, the Contractor shall supply additional supports where the ground is soft and boggy, where ducts cross under roadways, or where shown on the plans. Under such conditions, the complete duct structure shall be supported on reinforced concrete footings, piers, or piles located at approximately 5-foot (1.5-m) intervals.

All pavement surfaces that are to have ducts installed therein shall be neatly saw cut to form a vertical face. All excavation shall be included in the contract with price for the duct.

Install a plastic, detectable, color as noted, 3 to 6 inches (75 to 150 mm) wide tape, 8 inches (200 mm) minimum below grade above all underground conduit or duct lines not installed under pavement. Utilize the 3-inch (75-mm) wide tape only for single conduit runs. Utilize the 6-inch (150-mm) wide tape for multiple conduits and duct banks. For duct banks equal to or greater than 24 inches (600 mm) in width, utilize more than one tape for sufficient coverage and identification of the duct bank as required.

When existing cables are to be placed in split duct, encased in concrete, the cable shall be carefully located and exposed by hand tools. Prior to being placed in duct, the RPR shall be notified so that he may inspect the cable and determine that it is in good condition. Where required, split duct shall be installed as shown on the drawings or as required by the RPR.

110-3.3 CONDUITS WITHOUT CONCRETE ENCASEMENT. Trenches for single-conduit lines shall be not less than 6 inches (150 mm) nor more than 12 inches (300 mm) wide. The trench for 2 or more conduits installed at the same level shall be proportionately wider. Trench bottoms for conduits without concrete encasement shall be made to conform accurately to grade so as to provide uniform support for the conduit along its entire length.

Unless otherwise shown on the plans, a layer of fine earth material, at least 4 inches (100 mm) thick (loose measurement) shall be placed in the bottom of the trench as bedding for the conduit. The bedding material shall consist of soft dirt, sand or other fine fill, and it shall contain no particles that would be retained on a 1/4-inch (6.3 mm) sieve. The bedding material shall be tamped until firm. Flowable backfill may alternatively be used.

Unless otherwise shown on plans, conduits shall be installed so that the tops of all conduits within the Airport's secured area where trespassing is prohibited are at least 18 inches (0.5 m) below the finished grade. Conduits outside the Airport's secured area shall be installed so that the tops of the conduits are at least 24 inches (60 cm) below the finished grade per National Electric Code (NEC), Table 300.5.

When two or more individual conduits intended to carry conductors of equivalent voltage insulation rating are installed in the same trench without concrete encasement, they shall be spaced not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches (150 mm) apart in a vertical direction. Where two or more individual conduits intended to carry conductors of differing voltage insulation rating are

installed in the same trench without concrete encasement, they shall be placed not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches (150 mm) apart in a vertical direction.

Trenches shall be opened the complete length between normal termination points before conduit is installed so that if any unforeseen obstructions are encountered, proper provisions can be made to avoid them.

Conduits shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches (150 mm) to anchor the assembly into the earth while backfilling. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot (1.5-m) intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

110-3.4 MARKERS. The location of each end and of each change of direction of conduits and duct banks shall be marked by a concrete slab marker 2 feet (60 cm) square and 4 - 6 inches (100 - 150 mm) thick extending approximately one inch (25 mm) above the surface. The markers shall also be located directly above the ends of all conduits or duct banks, except where they terminate in a junction/access structure or building. Each cable or duct run from a line of lights and signs to the equipment vault must be marked at approximately every 200 feet (61 m) along the cable or duct run, with an additional marker at each change of direction of cable or duct run.

The Contractor shall impress the word "DUCT" or "CONDUIT" on each marker slab. Impression of letters shall be done in a manner, approved by the RPR, for a neat, professional appearance. All letters and words must be neatly stenciled. After placement, all markers shall be given one coat of high-visibility orange paint, as approved by the RPR. The Contractor shall also impress on the slab the number and size of conduits beneath the marker along with all other necessary information as determined by the RPR. The letters shall be 4 inches (100 mm) high and 3 inches (75 mm) wide with width of stroke 1/2 inch (12 mm) and 1/4 inch (6 mm) deep or as large as the available space permits. Furnishing and installation of duct markers is incidental to the respective duct pay item.

110-3.5 BACKFILLING FOR CONDUITS. For conduits, 8 inches (200 mm) of sand, soft earth, or other fine fill (loose measurement) shall be placed around the conduits ducts and carefully tamped around and over them with hand tampers. The remaining trench shall then be backfilled and compacted per Item P-152 except that material used for back fill shall be select material not larger than 4 inches (100 mm) in diameter.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during back filling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

110-3.6 BACKFILLING FOR DUCT BANKS. After the concrete has cured, the remaining trench shall be backfilled and compacted per Item P-152 "Excavation and Embankment" except that the material used for backfill shall be select material not larger than 4 inches (100 mm) in diameter. In addition to the requirements of Item P-152, where duct banks are installed under pavement, one moisture/density test per lift shall be made for each 250 linear feet (76 m) of duct bank or one work period's construction, whichever is less.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during backfilling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

110-3.7 RESTORATION. Where sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by the work shall be restored to its original condition. The restoration shall include sodding shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. All restoration shall be considered incidental to the respective L-110 pay item. Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

110-3.8 OWNERSHIP OF REMOVED CABLE. Removed cable shall be the property of the Contractor and shall be properly removed from the project site.

METHOD OF MEASUREMENT

110-4.1 Underground conduits and duct banks shall be measured by the linear feet (meter) of conduits and duct banks installed, including encasement, locator tape, trenching and backfill with designated material, and restoration, and for drain lines, the termination at the drainage structure, all measured in place, completed, and accepted. Separate measurement shall be made for the various types and sizes.

BASIS OF PAYMENT

110-5.1 Payment will be made at the contract unit price per linear foot for each type and size of conduit and duct bank completed and accepted, including trench and backfill with the designated material, and, for drain lines, the termination at the drainage structure. This price shall be full compensation for removal and disposal of existing duct banks and conduits as shown on the plans, furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item per the provisions and intent of the plans and specifications.

KISSIMMEE GATEWAY AIRPORT
 TAXIWAY E EXTENSION (24 END)
 AND OBSTRUCTION REMOVAL

AIRPORT UNDERGROUND ELECTRICAL
 DUCT BANKS AND CONDUIT
 ITEM L-110

Payment will be made under:

~~Item L-110-5.1 [Concrete Encased] [Non Encased] Electrical Duct Bank, [# and Size] per linear foot (meter)~~

~~Item L-110-5.2 [Concrete Encased] [Non Encased] Electrical Conduit, [# and Size] per linear foot (meter)~~

Item L-110-1 1 Way 2" Schedule 40 PVC Direct Earth Buried Duct - per Linear Foot (LF)

Item L-110-2 2 Way 2" Schedule 40 PVC Direct Earth Buried Duct - per Linear Foot (LF)

Item L-110-3 3 Way 2" Schedule 40 PVC Direct Earth Buried Duct - per Linear Foot (LF)

Item L-110-4 4 Way 2" Schedule 40 PVC Direct Earth Buried Duct - per Linear Foot (LF)

Item L-110-5 6 Way 2" Schedule 40 PVC Direct Earth Buried Duct - per Linear Foot (LF)

Item L-110-6 8 Way 2" Schedule 40 PVC Direct Earth Buried Duct - per Linear Foot (LF)

Item L-110-7 1 Way 2" Schedule 40 PVC Concrete Encased Duct - per Linear Foot (LF)

Item L-110-8 2 Way 2" Schedule 40 PVC Concrete Encased Duct - per Linear Foot (LF)

Item L-110-9 4 Way 2" Schedule 40 PVC Concrete Encased Duct - per Linear Foot (LF)

Item L-110-10 8 Way 2" Schedule 40 PVC Concrete Encased Duct - per Linear Foot (LF)

Item L-110-11 1 Way 4" Split Duct - per Linear Foot (LF)

REFERENCES

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

Advisory Circular (AC)

AC 150/5340-30 Design and Installation Details for Airport Visual Aids

**KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION (24 END)
AND OBSTRUCTION REMOVAL**

**AIRPORT UNDERGROUND ELECTRICAL
DUCT BANKS AND CONDUIT
ITEM L-110**

AC 150/5345-53 Airport Lighting Equipment Certification Program

ASTM International (ASTM)

ASTM A615 Standard Specification for Deformed and Plain Carbon-Steel Bars
for Concrete Reinforcement

National Fire Protection Association (NFPA)

NFPA-70 National Electrical Code (NEC)

Underwriters Laboratories (UL)

UL Standard 6 Electrical Rigid Metal Conduit - Steel

UL Standard 514B Conduit, Tubing, and Cable Fittings

UL Standard 514C Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers

UL Standard 1242 Electrical Intermediate Metal Conduit Steel

UL Standard 651 Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings

UL Standard 651A Type EB and A Rigid PVC Conduit and HDPE Conduit

END OF ITEM L-110

ITEM SP-111 AIRFIELD ELECTRICAL INSTALLATION TESTING

PART 1 – DESCRIPTION

111-1.1 GENERAL:

A. This item shall consist of performing all tasks necessary to prove proper performance of electrical and airfield lighting systems. Airfield lighting systems include airfield signage systems, approach lighting systems and other associated NAVAIDS.

B. Drawings, general provisions and special provisions of the Contract Documents, including Contractual Conditions and Division 1 Specification sections apply to this Item.

C. This section describes the electrical quality control testing furnished by the Contractor. The Contractor shall provide all testing as required by this item, including retesting of failed items. All items furnished and/or installed by the Contractor shall be tested in accordance with this item.

D. The Contractor shall provide for all electrical testing to confirm that the installations associated with this project comply with the Contract Documents. Contractor shall engage an independent organization to perform the short circuit/coordination/device evaluation/arc flash analysis, with the Contractor providing all testing assistance.

E. The Contractor shall furnish all equipment, labor, supervision, transportation, materials and appliances necessary or required for testing the airport lighting systems before and after installation. The Contractor shall perform all tests in the presence of the Engineer. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the Engineer. All costs for testing are incidental to the pay item for the respective item being tested.

F. Any system installation errors or discrepancies of installation not in conformance with the Contract Documents shall be corrected at no additional cost to the Owner. Equipment, cables and other components which do not satisfy the test requirements of this Item shall be removed and replaced with new equipment, cables and other components which do satisfy the requirements of this item with no additional cost to the Owner. Any necessary retesting shall be performed at no additional cost to the Owner.

G. There are no approved "repair" procedures for items that have failed testing other than complete replacement. The Contractor shall replace all items that may be damaged during testing at no additional cost to the Owner.

H. Weather information necessary to complete the testing forms may be obtained from the listed website http://www.faa.gov/air_traffic/weather/asos/ by double clicking on the respective state and airport ID.

PART 2 – EQUIPMENT AND MATERIALS

111-2.1 SUBMITTALS:

A. Materials and equipment covered by this item shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer. All equipment, materials, methods and record keeping procedures shall be submitted to the Engineer for review.

B. The submittal shall include a list of the proposed test and measurement equipment to be used, the test and measurement equipment serial number, the current calibration certificate for each piece of equipment and a written description of the proposed test. A copy of the test and measurement equipment manufacturer's recommended test procedure is acceptable as a written description of the proposed test.

C. Submit a proposed field test plan, 60 days prior to testing the installed system. No field test shall be performed until the test plan is approved. The test plan shall consist of complete field test procedures including tests to be performed, test equipment required, and tolerance limits. The Contractor shall submit a complete list of required tests and a proposed schedule and duration of the tests. The schedule shall be integrated with the overall project schedule. The Contractor shall update the testing schedule on a monthly basis for the duration of the project.

D. All test results shall be submitted in the Operation and Maintenance (O&M) Manual. See Item L-106 for submittal requirements.

E. The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

111-2.2 SAFETY:

A. Dangerous voltages are present during the system testing. The Contractor is solely responsible for the safety of all personnel involved in the testing activities and shall ensure that all testing areas are secured to prevent the entry of unqualified personnel.

B. Observe all safety instructions or precautions recommended by testing equipment manufacturer.

C. The Contractor shall perform a "Hazard/Risk Evaluation" of each test site and procedure. The Contractor shall provide a job briefing and install the necessary barriers and barricades at the respective approach boundaries prior to starting the testing.

D. The Contractor shall provide and use safety devices such as rubber gloves, protective barriers, and danger signs to protect and warn personnel in the test vicinity. The Contractor shall replace any device or equipment which is damaged due to improper test procedures or handling.

E. In addition to compliance with the Contractors safety program, the Contractor shall comply with the following documents/programs:

1. OSHA, 29CFR1910 Occupational Safety and Health Standards
2. OSHA 29CFR1926 Safety and Health regulations for Construction

- | | | |
|----|-------------------------|---|
| 3. | NFPA 70B | Recommended Practice for Electrical Equipment Maintenance |
| 4. | NFPA 70E | Standard for Electrical Safety in the Workplace |
| 5. | AC 150/5340-26 | Maintenance of Airport Visual Aid Facilities |
| 6. | Owner's safety program. | |

111-2.3 QUALIFICATIONS:

A. Each person performing testing shall have a minimum of 5 years (2,000 hours per year) of successful testing experience either constructing or maintaining airfield lighting systems. At least 3 of these years of experience shall have occurred in the last 5 years on projects of comparable size and complexity. Person performing testing shall be certified as a "Qualified Person". The definition of a Qualified Person is defined in OSHA 1910.399 and NFPA 70E (Article 100 & 110.2(1)). The certification shall be signed by the Contractor's Electrical License qualifier. Equivalent experience and training may be considered by the Engineer. Person performing testing may substitute one year of education in qualified electrical curriculum for one-half year electrical experience for a maximum of 2,000 hours of the required 10,000 hours of experience. Records of person performing testing experience demonstrating compliance with these requirements shall be submitted to the Engineer for verification and review prior to starting work. Experience records shall include contact information for references (name, title and phone number) from airports where the proposed person performing testing has completed the required electrical experience. Work shall not start prior to approval of the person performing testing, unless under the direct supervision of the Contractor's Electrical License qualifier.

B. The person performing the tests shall be a "qualified person" as defined in NFPA 70E and OSHA 29 CFR 1926.32(l).

C. The person performing the tests shall be thoroughly familiar with the test equipment used in the test performed and shall be sufficiently experienced to detect equipment abnormalities or questionable data obtained during the test procedure.

D. Each piece of test and measurement equipment utilized to demonstrate compliance with the Contract Documents shall be calibrated. The level of calibration shall be "*NIST traceable, Z540 Calibration with Data*". The test and measurement equipment calibration shall be valid for one year. At any time, the Engineer may require the Contractor to have a piece of test and measurement equipment recalibrated. Should the Engineer have any reason to doubt the accuracy of a piece of test and measurement equipment, even within current calibration, the test and measurement equipment shall be removed from the project. The Engineer shall determine which tests shall be redone due to the malfunctioning equipment.

E. The test and measurement equipment calibration lab as a minimum shall meet the requirements of ANSI/NC SL Z-540 and shall be A2LA accredited.

111-2.4 TESTING COORDINATION:

A. After installation of all required components and before final acceptance, in accordance with project phasing and schedule make required tests to determine proper function of all circuits.

B. Ten days prior to any testing the Contractor shall notify the Engineer of the need to perform testing. A mutually agreed upon time and date for each test will be set. All requirements under this item shall be coordinated with the Engineer.

C. The Contractor shall perform the necessary inspection and tests for some items concurrently with the installation because of subsequent inaccessibility of some components.

D. The Contractor shall ensure that all test and measurement equipment, accessories and qualified personnel are available prior to scheduling tests.

E. Forty-eight (48) hours prior to each test the Contractor shall send the Engineer a written confirmation that the scheduled test will occur at the proposed date and time. Any rescheduling of the test shall be coordinated with the Engineer.

F. The Engineer shall be provided reasonable opportunity to observe all tests. Testing shall not proceed until the Engineer or designated representative is present to observe the testing, or until the Engineer has provided written instruction to proceed with the testing in the Engineer's absence.

G. All test results shall be recorded by the Contractor and witnessed by the Engineer. Test results shall be submitted in the O&M Manuals in accordance with Item L-106.

111-2.5 TEST AND MEASUREMENT EQUIPMENT:

A. Electrical test and measurement equipment shall be an off the shelf item, not a one of a kind prototype. The test and measurement equipment shall be manufactured by a firm regularly engaged in the manufacture of precision electrical test and measurement equipment for the industrial, commercial and utility marketplace. Typical accuracy for test equipment shall be $\pm 2\%$ of instrument reading and shall be TRUE RMS.

B. The Engineer shall confirm that the test and measurement equipment proposed for use by the Contractor is suitable for the intended use. The Engineer shall have sole discretion to determine if the test and measurement equipment is suitable for the intended use.

C. The ground point for the cable test equipment shall be the vault ground bus. The vault ground bus, vault ground system, airport ground grid and counterpoise system shall be complete prior to cable testing.

PART 3 – CONSTRUCTION METHODS

111-3.1 COUNTERPOISE TESTING:

A. Continuity of counterpoise system shall be checked by visual inspection as construction progresses, prior to work being covered up.

B. Verification of counterpoise system continuity shall be checked by visual inspection at accessible locations during normal inspections.

C. Verification of counterpoise system continuity to the vault grounding system shall be tested with a micro-ohmmeter. Micro-Ohmmeter shall be Megger Ductor DLRO-10 or accepted equivalent. Resistance readings shall be corrected to standard temperature.

D. Should the counterpoise or ground grid conductors be damaged or are suspected to be damaged by construction activities (in the opinion of the Engineer) the Contractor shall test the conductors for continuity with a micro-ohmmeter. The conductors shall be isolated such that there is no parallel path. Alternatively, the Contractor may conduct tests and through mathematical computations prove the continuity of the conductors.

E. Investigate unsatisfactory results and make necessary corrections or replacements as required by the Contract Documents.

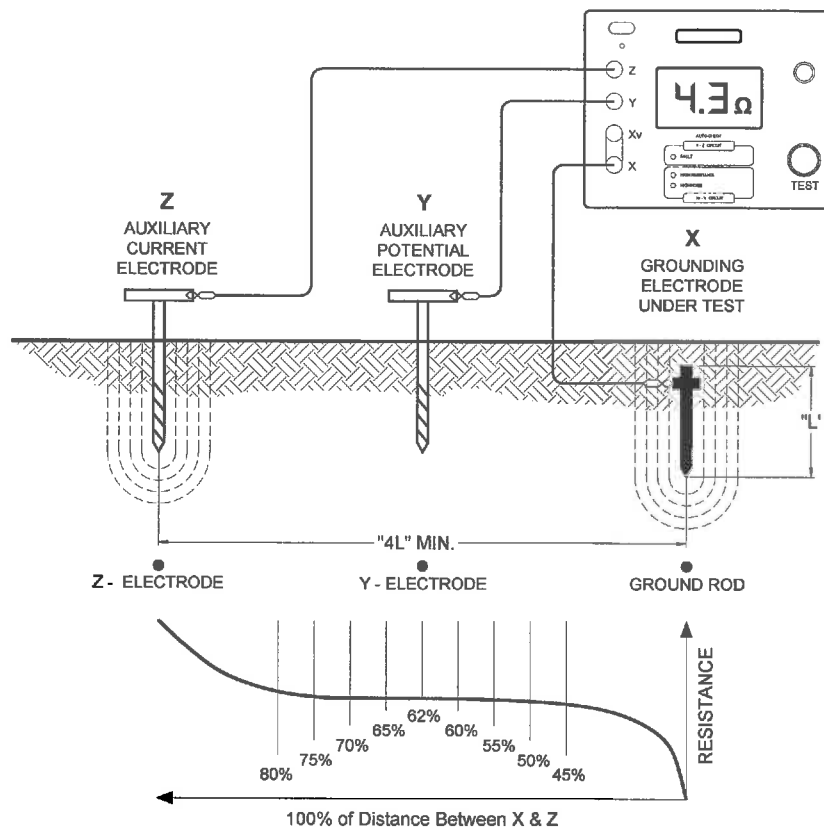
F. Record test results on the record drawing set indicating point to point readings.

111-3.2 GROUND ROD TESTING:

A. Contractor shall provide equipment and personnel to measure the resistance to earth of each ground rod installed. Earth resistance measurement tests shall adhere to recommendations of IEEE Standard 142, latest edition.

B. Earth resistance measurements shall be made in normally dry conditions not less than 48 hours after the last rainfall.

C. Initially the Contractor shall test each ground rod in accordance with the following instructions. The horizontal distance between the Ground Electrode Under Test (Electrode X) and the Auxiliary Current Electrode (Electrode Z) shall be 4 times the depth (length) of the ground electrode under test.



D. The three electrodes shall be installed in a straight line in a direction away from other underground metallic items. The test leads shall be separated.

E. The first test shall be conducted with the Auxiliary Potential Electrode (Electrode Y) at 45% of the distance between the X and Z electrodes. The earth resistance shall be measured and recorded at the 45% position. The Y electrode will then be moved 5% closer to the Z electrode to the 50% position and the earth resistance shall be measured and recorded. The previous steps will be repeated at 5% distance intervals through the 80% position. Graph the resultant points on the form provided at the end of this item.

F. The above test method shall be utilized at each new ground rod installation until otherwise determined by the Engineer. The Engineer will use the acquired data to establish a revised distance ratio between the X and Z electrode.

G. Once the new electrode distance ratio is set by the Engineer, the Contractor may perform the tests with a single test position for electrode Y.

H. Earth resistance tests shall be performed as each ground rod is installed. Earth resistance tests shall be conducted prior to the connection of any grounded, grounding or counterpoise conductors. Ground rods not in compliance with the not to exceed maximum earth resistance shall have an additional 10' section(s) added until the required earth resistance is achieved.

I. Should the Contractor install 100 feet of sectional ground rod (ten rods) at a single location and not achieve the required earth resistance, the Contractor shall stop installing rods at this specific location and contact the Engineer for resolution.

111-3.3 FIELD LIGHTNING ARRESTOR ASSEMBLY TESTING:

A. Each field lightning arrestor assembly (FLA) shall receive an inspection upon receipt by the Contractor.

B. The Contractor shall group the FLAs by circuit. Mark each FLA with circuit designation and unique number.

C. Each FLA shall be tested for continuity between the airfield lighting series circuit L-823 connectors. A reading of 200 milliohms or less is acceptable.

D. Each FLA shall have its internal resistance tested between the airfield lighting series circuit L-823 connector and the grounding screw. A reading of less than 10 gigohms is cause for rejection. Any FLA testing less than 10 gigohms shall be rejected.

E. The FLA internal resistance test shall be performed with a megohmmeter providing a test voltage of 1,000 volts DC. The output of the megohmmeter shall be direct reading in megohms and shall have an upper range limit in excess of 10 gigohms.

F. The Contractor shall then interconnect each FLA within that circuit to the other. The Contractor shall interconnect the ground screws on each unit with a #12AWG bare copper conductor. The Contractor shall then megger test the FLA circuit assembly and record the reading.

G. The Contractor shall repackage the FLA units, maintaining the circuit designations. The FLA shall be stored in a clean dry location until installation in the base cans.

H. Record data on insulation resistance test form provided at the end of this item.

111-3.4 EXISTING AIRFIELD LIGHTING CIRCUIT INSULATION RESISTANCE TESTING:

A. Whenever the scope of work requires connection to an existing circuit, or should the scope of work involve working adjacent to or near an existing circuit, and the work could have any impact on the existing circuit, the existing circuit's insulation resistance shall be tested. *The Contractor shall measure and record the insulation resistance of ALL airfield lighting circuits prior to starting any work.* The test shall be performed prior to any activity which could possibly affect or impact the respective circuit. The Contractor shall record the results on forms included at the end of this item.

B. The existing airfield lighting circuit insulation resistance test shall be performed with a megohmmeter providing a test voltage of 1,000 volts DC. The output of the megohmmeter shall be direct reading in megohms and shall have an upper range limit in excess of 10 gigohms.

C. Observe required safety precautions.

D. Connect the test instrument in accordance with the manufacturer's recommendations. The insulation resistance test shall be conducted for two (2) minutes. Record data at 30 second intervals on the form provided at the end of this Item. The insulation resistance measurement results shall be corrected to 20° Centigrade (68° Fahrenheit).

E. When the work effecting the circuit is complete (or at end of shift prior to energization), the circuit's insulation resistance shall be checked again, in the presence of the Engineer. The Contractor shall record the results on forms included at the end of this item. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the circuit to bring the second reading above the first reading.

F. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor.

G. Should the Contractor fail to perform the tests prior to starting work, the Contractor shall be responsible to bring the impacted circuits to a minimum 50 megohm insulation resistance value or higher value in conformance with any previous airport test records.

111-3.5 NEW AIRFIELD LIGHTING CIRCUIT CONTINUITY TESTING:

A. After new cable installation and before the operating test or connection to an existing system, the airfield lighting series circuit cable system shall be given a circuit internal resistance (continuity) test.

B. This test shall be conducted at the proposed point of connection to the Constant Current Regulator and shall be used to prove continuity of the entire circuit. The Contract Documents shall be reviewed to confirm proper circuit routing, connection and installation of necessary components prior to testing.

C. No Field Lighting Arrestor Assemblies shall be installed in the circuit during the internal resistance (continuity) test. No airfield lighting fixtures or signs shall be connected to the secondary of the L-830 isolation transformers internal resistance (continuity) test.

D. The L-824C series circuit cable, complete with all L-823 connectors and L-830 isolation transformers installed, shall be tested for continuity. The cable, connectors and transformers shall be in their final configuration, ready for connection to the constant current regulator (CCR).

E. Observe required safety precautions.

F. The circuit's internal resistance (continuity) test shall be performed using an ohmmeter with sufficient output to measure the circuit's internal resistance. The expected internal circuit resistance should be between 20 ohms and 70 ohms.

G. Investigate unsatisfactory results and make necessary corrections or replacements as required by the Contract Documents.

H. Upon successful completion of circuit's internal resistance (continuity) test, record the measured circuits internal resistance on the cable test form included at the end of this item.

111-3.6 NEW AIRFIELD LIGHTING CIRCUIT INSULATION RESISTANCE TESTING:

A. Upon successful completion of the airfield lighting circuit's internal resistance (continuity) test perform an airfield lighting circuit insulation resistance test.

B. In addition to successfully completing the airfield lighting circuit internal resistance (continuity) test, all prerequisite conditions required prior to performing the airfield lighting circuit internal resistance (continuity) test shall be performed prior to starting the airfield lighting circuit insulation resistance test.

C. Airfield lighting circuit insulation resistance tests shall be made in normally dry conditions not less than 48 hours after the last rainfall.

D. The airfield lighting circuit insulation resistance test shall be performed with a megohmmeter providing a test voltage of 1,000 volts DC. The output of the megohmmeter shall be direct reading in megohms and shall have an upper range limit in excess of 10 gigohms.

E. Observe required safety precautions.

F. Ground all other conductors within the conduits or ducts containing the conductor under test.

G. Connect the test instrument in accordance with the manufacturer's recommendations. The insulation resistance test shall be conducted for ten (10) minutes). Record data at the required intervals on the form provided at the end of this Item. The insulation resistance measurement results shall be corrected to 20° Centigrade (68° Fahrenheit).

H. The expected insulation resistance for the completed circuit should be in excess of 500 megohms.

I. Investigate unsatisfactory results and make necessary corrections or replacements as required by the Contract Documents.

J. Upon successful completion of circuit's insulation resistance test, record the measured circuits internal resistance on the cable test form included at the end of this item.

111-3.7 CONCLUDING AIRFIELD LIGHTING CIRCUIT TESTS:

A. Upon successful completion of the airfield lighting circuit install and connect all airfield lighting fixtures, signs and perform an airfield lighting circuit insulation resistance test. Conduct test similar to test performed above (111-3.6).

B. Airfield lighting circuit insulation resistance tests shall be made in normally dry conditions not less than 48 hours after the last rainfall.

C. The airfield lighting circuit insulation resistance test shall be performed with a megohmmeter providing a test voltage of 1,000 volts DC. The output of the megohmmeter shall be direct reading in megohms and shall have an upper range limit in excess of 10 gigohms.

D. Observe required safety precautions.

E. Ground all other conductors within the conduits or ducts containing the conductor under test.

F. Connect the test instrument in accordance with the manufacturer's recommendations. The insulation resistance test shall be conducted for ten (10) minutes. Record data at the required intervals on the form provided at the end of this Item. The insulation resistance measurement results shall be corrected to 20° Centigrade (68° Fahrenheit).

G. The expected insulation resistance for the completed circuit should be in excess of 500 megohms.

H. Investigate unsatisfactory results and make necessary corrections or replacements as required by the Contract Documents.

I. Upon successful completion of circuit's insulation resistance test, record the measured circuits internal resistance on the cable test form included at the end of this item.

J. Install respective circuit designated FLA assemblies. Use the sum of reciprocals rule to calculate the final circuit insulation resistance. Perform insulation resistance test on completed circuit in accordance with above criteria. Record final circuit insulation resistance value on form provided at the end of this Item.

111-3.8 CONSTANT CURRENT REGULATOR (CCR) TESTS:

A. Each constant current regulator shall be examined to ensure that porcelain bushings are not cracked, no shipping damage has occurred, internal and external connections are correct, switches and relays operate freely and are not tied or blocked, fuses, if required, are correct, and liquid level of liquid-filled regulators is correct. Relay panel covers shall be removed only for this examination; it is not necessary to open the main tank of liquid-filled regulators. The Contractor shall comply with the manufacturer's startup and operational instructions. Covers shall be replaced tightly after completing examinations and tests.

B. Verify the supply voltage and nameplate input voltage are the same. Verify CCR is properly grounded. With the loads disconnected, regulator shall be energized and the open circuit protector observed to ensure that it de-energizes the regulator within 2 seconds.

C. Comply with the manufacturer's recommendation for calibration and set up of each new CCR and each existing CCR connected to a new or modified airfield lighting circuit. The regulator output current and voltage shall be calibrated using a true RMS meter. The CCR calibration shall be complete prior to making any other CCR measurements.

D. Verify all airfield lighting fixtures and loads are operational.

E. Complete an Airfield Lighting Circuit Data Sheet for each new CCR and each existing CCR connected to a new or modified airfield lighting circuit.

- F. A sample Airfield Lighting Circuit Data Sheet is included at the end of this Item.
- G. Record notable current, voltage or power wave forms of the circuits tested to demonstrate and identify normal operation and any unusual circuit characteristics.
- H. Comply with the manufacturer's recommendation for calibration and set up of each new CCR and each existing CCR connected to a new or modified airfield lighting circuit. The regulator output current and voltage shall be calibrated using a true RMS meter. The CCR calibration shall be complete prior to opening the lighted pavement to aircraft and prior to performing photometric testing.
- I. Investigate unsatisfactory results and make necessary corrections or replacements as required by the Contract Documents.
- J. Perform required testing to complete information requested on the Airfield Lighting Circuit Data Sheet.

111-3.9 CONTROL SYSTEM TESTS:

- A. The equipment shall be demonstrated to operate in accordance with the requirements of the Contract Documents. Each applicable control device in the air traffic control tower (ATCT) airfield lighting control panel and other control locations shall be operated so that each control device position is engaged at least ten times. During this process, all lights and associated equipment shall be observed to determine that each control device/switch/indicator properly operates the corresponding component. Radio communication between the operator and the observers shall be provided by the Contractor.
- B. The above tests shall be repeated for each individual circuit from the local control switches on the regulators. Each installed or revised lighting circuit shall be tested by operating the lamps throughout the range of applicable steps and shall be operated separately at step 3 or step 5 as appropriate for full intensity for not less than 4 hours. Visual examination shall be made at the beginning and at the end of this test to determine that the installed airfield light fixtures are illuminating at full intensity.
- C. Investigate unsatisfactory results and make necessary corrections or replacements as required by the Contract Documents.
- D. Systems tests shall confirm by demonstration that all airfield lighting circuits are in required operating condition in accordance with the Contract Documents.

111-3.11 FIXTURE WIRING SEQUENCE TEST:

- A. The fixture wiring sequence testing shall be performed at night with minimum interference to airport operations.
- B. The Contract Documents require all centerline lighting fixtures be wired in numerical order. Touch down zone and edge lights shall be wired in numerical sequence without zig-zagging back and forth across the runway or taxiway.
- C. The 5 kV L-824 airfield lighting series circuit cables shall be supplied with factory imprinted numbers.
 - 1. Odd numbered circuits shall utilize:

Wire #1 Routed from the constant current regulator (CCR) output terminal S1 to the lowest numbered fixture in the circuit.

Wire #3 Routed from the lowest numbered fixture to the highest numbered fixture in the circuit. The fixtures shall be connected in numerical sequence. When the series circuit loops back in the same raceway, all fixtures shall be connected into the same leg of the circuit conductor. The return portion of the loop shall not have any fixtures installed into that portion of the conductor.

Wire #5 Routed from the highest numbered fixture in the circuit to the CCR output terminal S2.

2. Even numbered circuits shall use numbers 2, 4 and 6.

D. To verify proper wiring sequence from fixture to fixture temporary intentional grounds shall be inserted into the 5 kV airfield lighting series circuits. The temporary intentional grounds shall be inserted in sequence, one location at a time, at each PC, PT or PI where the cable returns (loops in the same conduit) with the fixture conductor. The Engineer shall designate each point as circuiting is completed.

E. The Contractor is solely responsible for the safety of all personnel, materials and equipment within the construction area. In addition to the Contractor's requirements each temporary intentional ground location shall be barricaded. The barricade shall extend a minimum of twenty-five (25) feet in all directions around the temporary intentional ground. No one shall be allowed within the barricaded area during the test.

F. All wiring for the 5 kV airfield lighting series circuits shall be complete prior to the sequence testing. The test circuit shall consist of the #1 conductor connected between the constant current regulator (CCR) output terminal S1 and the lowest numbered airfield lighting fixture. The #3 conductor connected from fixture to fixture to the first test point noted in the Contract Documents. A temporary intentional ground shall be inserted at this point. The constant current regulator (CCR) output terminal S2 shall be connected to a temporary intentional ground. Each temporary intentional ground shall be barricaded. All personnel shall be outside the barricade. The CCR shall be energized remotely. A visual inspection of the airfield lighting fixtures shall be made to determine proper wiring sequence.

G. The temporary intentional ground shall be moved to the next test point and this procedure shall be repeated for each temporary intentional ground.

H. The final temporary intentional ground for each circuit shall test proper routing of the #1 wire from the CCR output terminal S1 to the lowest numbered fixture. The temporary intentional grounds shall be placed at the output terminal S1 of the CCR and on the #1 wire side of the lowest numbered fixture. Each temporary intentional ground shall be barricaded. All personnel shall be outside the barricade. The CCR shall be energized remotely. A visual inspection of the airfield lighting fixtures shall be made to determine proper wiring sequence.

I. Investigate unsatisfactory results and make necessary corrections or replacements as required by the Contract Documents and retest.

J. Once proper wiring sequence has been verified remove all intentional temporary grounds and place 5 kV airfield lighting series circuits in proper working order.

K. Systems tests shall confirm by demonstration that all airfield lighting circuits are in required operating condition in accordance with the Contract Documents.

111-3.12 AIRFIELD SIGN PHOTOMETRIC TESTING: Not Required.

111-3.14 SHORT CIRCUIT / COORDINATION / DEVICE EVALUATION / ARC FLASH ANALYSIS:

A. A Short Circuit, Coordination, Device Evaluation and Arc Flash analysis shall consist of the tasks listed below:

1. This analysis will include: One Line Diagrams, Short Circuit Analysis, Coordination Analysis and Arc Flash Analysis and labels.
2. The selected firm's field service engineer will perform data gathering for analysis completion and device settings, perform device setting as recommended by the analysis and will provide Arc Flash labels with the Arc Flash Analysis. The components worst case value will be considered the available arc flash energy at that point in the system. The Arc Flash Labels will be similar to the example below. The Contractor shall install the new Arc Flash labels and remove all old Arc Flash labels being updated.

 WARNING	
#11	Arc Flash and Shock Hazard Appropriate PPE Required
ARC FLASH HAZARD PROTECTION	SHOCK PROTECTION BOUNDARIES
Incident Energy: 11 cal/cm² Arc Flash Boundary: 71 in PPE: ■ Cotton Underwear ■ FR Shirt and Pants (or Coverall) ■ Full Flash Suit and Hard Hat Liner ■ Hard Hat / Hood / Face Shield ■ Safety Glasses or Goggles ■ Hearing Protection ■ Arc-Rated Gloves and Leather Shoes □ Non-Melting Shirt and Pants	Shock Hazard when cover is removed: 480 VAC Limited Approach: 42 in Restricted Approach: 12 in
Bus: PANEL MP Prot: 1000A GENERATOR BREAKER	Warning: Changes in equipment settings or system configuration will invalidate the calculated values and PPE requirements. Arc Flash Hazard Analysis shall be reviewed periodically, not to exceed 5 years. See NFPA 70E 130.5. Contact AVCON INC. 407-599-1122.  APRIL 2016

ARC FLASH HAZARD LABEL

3. This work will NOT include analysis of any future equipment, or repair or replacement of any electrical equipment found to be damaged or broken.
4. Seven copies of the written analysis and drawings shall be provided at the conclusion of the project. Two copies shall be assigned to the Owner, one copy assigned to the Engineer and one copy shall be inserted in each O&M Manual

B. Two possible vendors/firms to perform the analysis are:

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1. Eaton Electrical Services and Systems, Wayne Thompson, 863-287-3985, waynethompson@eaton.com
2. Easy Power, ESA Incorporated, (503) 655-5059 (ask for Engineering Services) services@EasyPower.com or <http://www.easypower.com/services/engineering.php>

Additional firms may be determined as an accepted equivalent to the firms listed above.

PART 4 – METHOD OF MEASUREMENT

111-4.1 METHOD OF MEASUREMENT:

A. With the exception of the Short Circuit/Coordination/Device Evaluation/Arc Flash Analysis, the items described in this section are incidental to other items and shall not be measured for payment.

PART 5 – BASIS OF PAYMENT

111-5.1 BASIS OF PAYMENT:

A. No direct payment shall be made for the work described in this item, except for the Short Circuit/Coordination/Device Evaluation/Arc Flash Analysis. The work described in this item is incidental to other pay items and shall be paid for in the respective bid item of which it is a component part.

B. Payment shall be made at the contract unit price for Short Circuit/Coordination/Device Evaluation/Arc Flash Analysis. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and supervision, engineering, and for all labor, equipment, tools, and incidentals necessary, including but not limited to, site visits and investigation, where required, to complete this item in conformance with the Contract Documents.

Payment will be made under:

a. No direct payment shall be made for the work described in this item. The work described in this item is incidental to pay item L-109-4.

END OF ITEM SP-111

AIRFIELD LIGHTING CIRCUIT DATA SHEET

Circuit Designation:				Date:			
Circuit Description:				Ph. Wire Size/Type:			
Source Panel/Ckt				GND. Wire Size/Type:			
Panel Ø; CB Size:				Conduit Size/Type:			
CCR Size:				CCR Output Amps:			
CCR Manufacturer:				Yr. Manufactured:			
CCR Type No.:				Part No.:			
Output Amp Steps:	/	/	/	/			
Input Volts:		Ph.:		Hz.:		Input Amps:	
Control Voltage:				Serial Number:			
Oil Capacity:	Gal.	Oil Test Date:		Weight:		lbs.	
CCR Insp./Calib.:		Date:		Circuit Age:		Years	
Insul. Resist. at 1 min.:		Ω @ 1000 V		Weather:			
Lamps in Ckt.:		Lamp Watts:		Lamps Out:			

Manufacturer's Set up and Calibration Completed by: _____

	Calibration	LOAD TEST							
Step	Output Amps	Output Amps	Output Voltage	Output KVA	Output PF	Input Amps	Input Volts	Input KVA	Input PF
B1/B10									
B2/B30									
B3/B100									
B4									
B5									

Comments:

Earth Resistance Test

Instrument Mfg. _____

Test Date _____

Model _____

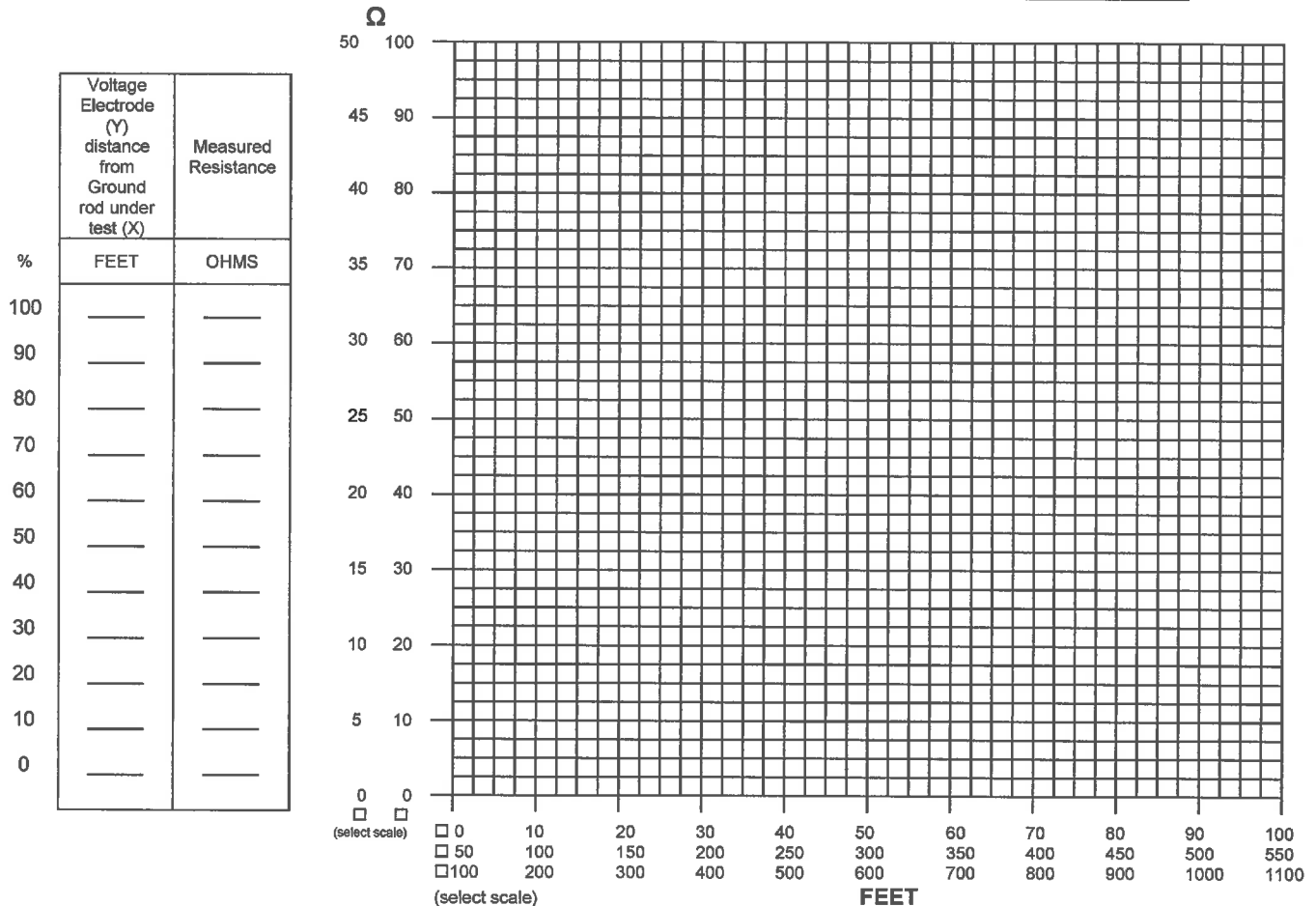
Operator Name _____

Serial Number _____

Test Location _____

Test Conditions			
Soil Condition:	☐ Moist	☐ Dry	Temperature ____ °F °C
Soil Type: (choose one)	☐ Clay ☐ Granite ☐ Loam	☐ Limestone ☐ Shale ☐ Slate	☐ Sand & Gravel ☐ Sandstone ☐ Other

Weather Conditions
Relative Humidity: _____
Precipitation Accumulation: _____
Sky Conditions: _____
Grounding System
☐ Single Rod
Rod Depth _____ ft



Comments: _____

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HIGH POTENTIAL TEST REPORT

Date: _____

Start Time: _____ / Stop Time _____

Circuit Designation: _____		Circuit Description _____		Circuit Length _____	
Circuit Operating Voltage _____		Circuit Isolation Transformers Qty/Size: _____			
Hazard Risk Evaluation Performed? Yes No		Ambient Temperature: _____ Relative Humidity: _____ Sky Conditions.: _____ Rain last 48hrs: _____			
Test Equipment: _____	Manufacturer _____	Model # _____	Serial# _____	Upper Range Limit: _____	
Associated Equipment included in test: _____					
Circuit Continuity: _____		Test Voltage: _____		Cable Manufacturer: _____	
VISUAL/MECHANICAL INSPECTION					
CHECK POINT	*COND	NOTES	CHECK POINT	*COND	NOTES
GROUND PROPERLY TERMINATED			ACCEPTABLE BENDING RADIUS		
PHYSICAL DAMAGE			TIGHTNESS CABLE CONNECTION		
ELECTRICAL TESTS					
MEGGER @ 2500 VDC (1 MINUTE) = >50 KMO					
TEST VOLTAGE (KV)	LEAKAGE CURRENT (MICRO-AMPS)		TIME HELD AT TEST VOLTAGE (MINUTES)		
3			1		
6			1		
9			1		
12			1		
15			1		
15			15 sec		
15			30 sec		
15			45 sec		
15			60 sec		
15			15 sec		
15			30 sec		
15			45 sec		
15			60 sec		
15			3 min		
15			4 min		
15			5 min		
15			6 min		
15			7 min		
15			8 min		
15			9 min		
15			10 min		
DECAYING VOLTAGE =		@ 30 SECONDS =	KV	@1 MINUTE =	KV
NOTES:					
*CONDITION: A=ACCEPTBLE R=NEEDS REPAIR, REPLACEMENT OR ADJUSTMENT C=CORRECTED NA-NOT APPLICABLE					

Engineer: _____

Witness: _____

Tested by: _____

AVCON, INC.

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MARCH 2022

Airfield Lighting Circuit Continuity and Insulation Resistance Testing

Date: _____

Start Time: _____ / Stop Time _____

Circuit Designation: _____		Circuit Description _____		Circuit Length _____	
Circuit Operating Voltage _____		Circuit Isolation Transformers Qty/Size: _____		_____	
Hazard Risk Evaluation Performed?		Ambient Temperature: _____		Relative Humidity: _____	
Yes No		Sky Conditions.: _____		Rain last 48hrs: _____	
Test Equipment: _____	Manufacturer _____	Model # _____	Serial# _____	Upper Range Limit: _____	
Associated Equipment included in test: _____					
Circuit Continuity: _____		Test Voltage: _____		Cable Manufacturer: _____	
Tested by: _____			Witness: _____		

Minutes	0.25	0.5	1.0	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0
Reading												
Correction												
Megohms	Infinity											
	10,000											
	5,000											
	3,000											
	2,000											
	1,000											
	800											
	600											
	400											
	300											
	200											
	150											
	100											
	80											
	60											
	40											
	30											
	20											
	15											
	10											
	6											
	4											
	2											
	1											
	0.6											
	0.2											
	0.1											
	0.06											
	0.02											
	Zero											

Comments: _____

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ITEM L-115 ELECTRICAL MANHOLES AND JUNCTION STRUCTURES

DESCRIPTION

115-1.1 This item shall consist of electrical manholes and junction structures (hand holes, pull boxes, junction cans, etc.) installed per this specification, at the indicated locations and conforming to the lines, grades and dimensions shown on the plans or as required by the RPR. This item shall include the installation of each electrical manhole and/or junction structures with all associated excavation, backfilling, sheeting and bracing, concrete, reinforcing steel, ladders, appurtenances, testing, dewatering and restoration of surfaces to the satisfaction of the RPR including removal of existing manholes and junction structures as shown on the plans.

EQUIPMENT AND MATERIALS

115-2.1 GENERAL.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when so requested by the RPR.

b. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

c. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes, specified in this document.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

115-2.2 CONCRETE STRUCTURES. Not Required.

115-2.4 JUNCTION BOXES. Junction boxes shall be L-867 Class 1 (non-load bearing) or L-868 Class 1 (load bearing) airport light bases that are encased in concrete. The light bases shall have a L-894 blank cover, gasket, and stainless steel hardware. All bolts, studs, nuts, lock washers, and other similar fasteners used for the light fixture assemblies must be fabricated from 316L (equivalent to EN 1.4404), 18-8, 410, or 416 stainless steel. If 18-8, 410, or 416 stainless steel is utilized it shall be passivated and be free from any discoloration. Covers shall be 3/8-inch (9-mm) thickness for L-867 and 3/4-inch (19-mm) thickness for L-868. All junction boxes shall be provided with both internal and external ground lugs.

115-2.5 MORTAR. The mortar shall be composed of one part of cement and two parts of mortar sand, by volume. The cement shall be per the requirements in ASTM C150, Type I. The sand shall be per the requirements in ASTM C144. Hydrated lime may be added to the mixture of sand and cement in an amount not to exceed 15% of the weight of cement used. The hydrated lime shall meet the requirements of ASTM C206. Water shall be potable, reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product.

115-2.6 CONCRETE. Concrete shall be proportioned, placed and cured per Item P-610, Concrete for Miscellaneous Structures.

115-2.7 FRAMES AND COVERS. Not Required.

115-2.8 LADDERS. Not Required.

115-2.9 REINFORCING STEEL. Not Required.

115-2.10 BEDDING/SPECIAL BACKFILL. Bedding or special backfill shall be as shown on the plans.

115-2.11 FLOWABLE BACKFILL. Flowable material used to backfill shall conform to the requirements of Item P-153, Controlled Low Strength Material.

115-2.12 CABLE TRAYS. Not Required.

115-2.13 PLASTIC CONDUIT. Not Required.

115-2.14 CONDUIT TERMINATORS. Not Required.

115-2.15 PULLING-IN IRONS. Not Required.

115-2.16 GROUND RODS. Ground rods shall be one piece, sectionalized copper clad steel. The ground rods shall be of the length and diameter specified on the plans, but in no case shall they be less than 10 feet (3.0 m) long nor less than 3/4 inch (20 mm) in diameter.

CONSTRUCTION METHODS

115-3.1 UNCLASSIFIED EXCAVATION. It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Damage to utility lines, through lack of care in excavating, shall be repaired or replaced to the satisfaction of the RPR without additional expense to the Owner.

The Contractor shall perform excavation for structures and structure footings to the lines and grades or elevations shown on the plans or as staked by the RPR. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown.

All excavation shall be unclassified and shall be considered incidental to Item L-115. Dewatering necessary for structure installation and erosion per federal, state, and local requirements is incidental to Item L-115.

Boulders, logs and all other objectionable material encountered in excavation shall be removed. All rock and other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped or serrated, as directed by the RPR. All seams, crevices, disintegrated rock and thin strata shall be removed. When concrete is to rest on a surface other than rock, special care shall be taken not to disturb the bottom of the excavation. Excavation to final grade shall not be made until just before the concrete or reinforcing is to be placed.

The Contractor shall provide all bracing, sheeting and shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheeting and shoring shall be included in the unit price bid for the structure.

Unless otherwise provided, bracing, sheeting and shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall be effected in a manner that will not disturb or mar finished masonry. The cost of removal shall be included in the unit price bid for the structure.

After each excavation is completed, the Contractor shall notify the RPR. Structures shall be placed after the RPR has approved the depth of the excavation and the suitability of the foundation material.

Prior to installation the Contractor shall provide a minimum of 6 inches (150 mm) of sand or a material approved by the RPR as a suitable base to receive the structure. The base material shall be compacted and graded level and at proper elevation to receive the structure in proper relation to the conduit grade or ground cover requirements, as indicated on the plans.

115-3.2 CONCRETE STRUCTURES. Not Required.

115-3.3 PRECAST UNIT INSTALLATIONS. Not Required.

115-3.4 PLACEMENT AND TREATMENT OF CASTINGS, FRAMES AND FITTINGS. Not Required.

115-3.5 INSTALLATION OF LADDERS. Not Required.

115-3.6 REMOVAL OF SHEETING AND BRACING. Not Required.

115-3.7 BACKFILLING. After a structure has been completed, the area around it shall be backfilled in horizontal layers not to exceed 6 inches (150 mm) in thickness measured after compaction to the density requirements in Item P-152. Each layer shall be deposited all around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the RPR.

Backfill shall not be placed against any structure until approval is given by the RPR. In the case of concrete, such approval shall not be given until tests made by the laboratory under supervision of the RPR establish that the concrete has attained sufficient strength to provide a factor of safety against damage or strain in withstanding any pressure created by the backfill or the methods used in placing it.

Where required, the RPR may direct the Contractor to add, at his own expense, sufficient water during compaction to assure a complete consolidation of the backfill. The Contractor shall be responsible for all damage or injury done to conduits, duct banks, structures, property or persons due to improper placing or compacting of backfill.

115-3.8 CONNECTION OF DUCT BANKS. To relieve stress of joint between concrete-encased duct banks and structure walls, reinforcement rods shall be placed in the structure wall and shall be formed and tied into duct bank reinforcement at the time the duct bank is installed.

115-3.9 GROUNDING. A ground rod shall be installed in the floor of all concrete structures so that the top of rod extends 6 inches (150 mm) above the floor. The ground rod shall be installed within one foot (30 cm) of a corner of the concrete structure. Ground rods shall be installed prior to casting the bottom slab. Where the soil condition does not permit driving the ground rod into the earth without damage to the ground rod, the Contractor shall drill a 4-inch (100 mm) diameter hole into the earth to receive the ground rod. The hole around the ground rod shall be filled throughout its length, below slab, with Portland cement grout. Ground rods shall be installed in precast bottom slab of structures by drilling a hole through bottom slab and installing the ground rod. Bottom slab penetration shall be sealed watertight with Portland cement grout around the ground rod.

A grounding bus of 4/0 bare stranded copper shall be exothermically bonded to the ground rod and loop the concrete structure walls. The ground bus shall be a minimum of one foot (30 cm) above the floor of the structure and separate from other cables. No. 2 American wire gauge (AWG) bare copper pigtailed shall bond the grounding bus to all cable trays and other metal hardware within the concrete structure. Connections to the grounding bus shall be exothermic. If an exothermic weld is not possible, connections to the grounding bus shall be made by using connectors approved for direct burial in soil or concrete per UL 467. Hardware connections may be mechanical, using a lug designed for that purpose.

115-3.10 CLEANUP AND REPAIR. After erection of all galvanized items, damaged areas shall be repaired by applying a liquid cold-galvanizing compound per MIL-P-21035. Surfaces shall be prepared and compound applied per the manufacturer's recommendations.

Prior to acceptance, the entire structure shall be cleaned of all dirt and debris.

115-3.11 RESTORATION. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt and rubbish from the site. The Contractor shall restore all disturbed areas equivalent to or better than their original condition. All sodding, grading and restoration shall be considered incidental to the respective Item L-115 pay item.

The Contractor shall grade around structures as required to provide positive drainage away from the structure.

Areas with special surface treatment, such as roads, sidewalks, or other paved areas shall have backfill compacted to match surrounding areas, and surfaces shall be repaired using materials comparable to original materials.

Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

After all work is completed, the Contractor shall remove all tools and other equipment, leaving the entire site free, clear and in good condition.

115-3.12 INSPECTION. Prior to final approval, the electrical structures shall be thoroughly inspected for conformance with the plans and this specification. Any indication of defects in materials or workmanship shall be further investigated and corrected. The earth resistance to ground of each ground rod shall not exceed 10 ohms. Each ground rod shall be tested using the fall-of-potential ground impedance test per American National Standards Institute / Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81. This test shall be performed prior to establishing connections to other ground electrodes.

115-3.13 MANHOLE ELEVATION ADJUSTMENTS. Not Required.

115-3.14 DUCT EXTENSION TO EXISTING DUCTS. Where existing concrete encased ducts are to be extended, the duct extension shall be concrete encased plastic conduit. The fittings to connect the ducts together shall be standard manufactured connectors designed and approved for the purpose. The duct extensions shall be installed according to the concrete encased duct detail and as shown on the plans.

METHOD OF MEASUREMENT

115-4.1 Electrical manholes and junction structures shall be measured by each unit completed in place and accepted. The following items shall be included in the price of each unit: All required excavation and dewatering; sheeting and bracing; all required backfilling with on-site materials; restoration of all surfaces and finished grading and turfing; all required connections; temporary cables and connections; and ground rod testing

115-4.2 Manhole elevation adjustments shall be measured by the completed unit installed, in place, completed, and accepted. Separate measurement shall not be made for the various types and sizes.

BASIS OF PAYMENT

115-5.1 The accepted quantity of electrical manholes and junction structures will be paid for at the Contract unit price per each, complete and in place. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials, furnishing and installation of appurtenances and connections to duct banks and other structures

as may be required to complete the item as shown on the plans and for all labor, equipment, tools and incidentals necessary to complete the structure.

115-5.2 Payment shall be made at the contract unit price for manhole elevation adjustments. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary, including but not limited to, spacers, concrete, rebar, dewatering, excavating, backfill, topsoil, sodding and pavement restoration, where required, to complete this item as shown in the plans and to the satisfaction of the RPR.

Payment will be made under:

~~Item L-115-5.1 Electrical Manhole [size and type] Per Each~~

~~Item L-115-5.2 Electrical Junction Structure [size and type] Per Each~~

~~Item L-115-5.3 Existing Electrical Manhole/Junction Structure Elevation Adjustment
[size and type] Per Each~~

~~Item L-115-5.4 Electrical Handhole [Size and Type] Per Each~~

Item L-115-1 Junction Can Plaza – Two L-867D Cans -- per Each (EA)

This item includes all materials, labor, transportation, supervision, services and all incidentals required to provide and install a junction can plaza with L-867D, 24" deep light bases. Conduit, ground rods and counterpoise wire are paid under their respective pay items. This item includes all concrete, rebar, excavation, forming, backfill, sod, light bases, cover plates, hardware, identification tags, etc., and all appurtenances to construct a junction can plaza with two light bases in accordance with the Contract Documents and to the satisfaction of the Engineer.

Item L-115-2 Junction Can Plaza – Two L-867E Cans -- per Each (EA)

This item includes all materials, labor, transportation, supervision, services and all incidentals required to provide and install a junction can plaza with L-867E, 24" deep light bases. Conduit, ground rods and counterpoise wire are paid under their respective pay items. This item includes all concrete, rebar, excavation, forming, backfill, sod, light bases, cover plates, hardware, identification tags, etc., and all appurtenances to construct a junction can plaza with two light bases in accordance with the Contract Documents and to the satisfaction of the Engineer.

Item L-115-3 Junction Can Plaza – Eight L-867D Cans -- per Each (EA)

This item includes all materials, labor, transportation, supervision, services and all incidentals required to provide and install a junction can plaza with L-867D, 24" deep light bases. Conduit, ground rods and counterpoise wire are paid under their respective pay items. This item includes all concrete, rebar, excavation, forming, backfill, sod, light bases, cover plates, hardware, identification tags, etc., and all appurtenances to construct a junction can plaza with eight light bases in accordance with the Contract Documents and to the satisfaction of the Engineer.

REFERENCES

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

American National Standards Institute / Insulated Cable Engineers Association (ANSI/ICEA)

ANSI/IEEE STD 81 IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System

Advisory Circular (AC)

AC 150/5345-7 Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits

AC 150/5345-26 Specification for L-823 Plug and Receptacle, Cable Connectors

AC 150/5345-42 Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories

AC 150/5340-30 Design and Installation Details for Airport Visual Aids

AC 150/5345-53 Airport Lighting Equipment Certification Program

Commercial Item Description (CID)

A-A 59544 Cable and Wire, Electrical (Power, Fixed Installation)

ASTM International (ASTM)

ASTM A27 Standard Specification for Steel Castings, Carbon, for General Application

ASTM A47 Standard Specification for Ferritic Malleable Iron Castings

ASTM A48 Standard Specification for Gray Iron Castings

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ASTM A123	Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products
ASTM A283	Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
ASTM A536	Standard Specification for Ductile Iron Castings
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A897	Standard Specification for Austempered Ductile Iron Castings
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C206	Standard Specification for Finishing Hydrated Lime

FAA Engineering Brief (EB)

EB #83	In Pavement Light Fixture Bolts
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Mil Spec

MIL-P-21035	Paint High Zinc Dust Content, Galvanizing Repair
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National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)
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END OF ITEM L-115

ITEM L-125 INSTALLATION OF AIRPORT LIGHTING SYSTEMS

DESCRIPTION

125-1.1 This item shall consist of airport lighting systems furnished and installed in accordance with this specification, the referenced specifications, and the applicable advisory circulars (ACs). The systems shall be installed at the locations and in accordance with the dimensions, design, and details shown in the plans. This item shall include the furnishing of all equipment, materials, services, and incidentals necessary to place the systems in operation as completed units to the satisfaction of the RPR.

EQUIPMENT AND MATERIALS

125-2.1 GENERAL.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified under the Airport Lighting Equipment Certification Program in accordance with AC 150/5345-53, current version. FAA certified airfield lighting shall be compatible with each other to perform in compliance with FAA criteria and the intended operation. If the Contractor provides equipment that does not perform as intended because of incompatibility with the system, the Contractor assumes all costs to correct the system for to operate properly.

b. Manufacturer's certifications shall not relieve the Contractor of their responsibility to provide materials in accordance with these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

c. All materials and equipment used shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Clearly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be clearly made with arrows or circles (highlighting is not acceptable). The Contractor shall be responsible for delays in the project accruing directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be submitted in an electronic PDF format, tabbed by specification section. The RPR reserves the right to reject any or all equipment, materials or procedures, which, in the RPR's opinion, does not meet the system design and the standards and codes, specified herein.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

EQUIPMENT AND MATERIALS

125-2.2 CONDUIT/DUCT. Conduit shall conform to Specification Item L-110 Airport Underground Electrical Duct Banks and Conduits.

125-2.3 CABLE AND COUNTERPOISE. Cable and Counterpoise shall conform to Item L-108 Underground Power Cable for Airports.

125-2.4 TAPE. Rubber and plastic electrical tapes shall be Scotch Electrical Tape Numbers 23 and 88 respectively, as manufactured by 3M Company or an approved equal.

125-2.5 CABLE CONNECTIONS. Cable Connections shall conform to Item L-108 Installation of Underground Cable for Airports.

125-2.6 RETROREFLECTIVE MARKERS. Not required.

125-2.7 RUNWAY AND TAXIWAY LIGHTS. Runway and taxiway lights shall conform to the requirements of AC 150/5345-46. Lamps shall be of size and type indicated, or as required by fixture manufacturer for each lighting fixture required under this contract. Filters shall be of colors conforming to the specification for the light concerned or to the standard referenced.

Lights

Type	Class	Mode	Style	Option	Base	Filter	Transformer	Notes
L-852D(L)	2	1	3		L-868B	CC-CLEAR/CLEAR	L-830	
L-861T(L)	2	1			L-867B/D	BI-BLUE	L-830	14" MAX

125-2.8 RUNWAY AND TAXIWAY SIGNS. Runway and Taxiway Guidance Signs should conform to the requirements of AC 150/5345-44.

Signs

Type	Size	Style	Class	Mode	Notes
L-858Y,R, L(L)	2	3	1	2	

125-2.9 RUNWAY END IDENTIFIER LIGHT (REIL). The REIL fixtures shall meet the requirements of AC 150/5345-51, Type L-849I(L), Style E.

125-2.10 PRECISION APPROACH PATH INDICATOR (PAPI). Not required.

125-2.11 CIRCUIT SELECTOR CABINET. Not Required.

125-2.12 LIGHT BASE AND TRANSFORMER HOUSINGS. Light Base and Transformer Housings should conform to the requirements of AC 150/5345-42. Light bases shall be Type L-867 or L-868, Class 1A, Size B or D shall be provided as indicated or as required to accommodate the fixture or device installed thereon. Base plates, cover plates, and adapter plates shall be provided to accommodate various sizes of fixtures.

125-2.13 ISOLATION TRANSFORMERS. Isolation Transformers shall be Type L-830, size as required for each installation. Transformer shall conform to AC 150/5345-47.

INSTALLATION

125-3.1 INSTALLATION. The Contractor shall furnish, install, connect and test all equipment, accessories, conduit, cables, wires, buses, grounds and support items necessary to ensure a complete and operable airport lighting system as specified here and shown in the plans.

The equipment installation and mounting shall comply with the requirements of the National Electrical Code and state and local code agencies having jurisdiction.

The Contractor shall install the specified equipment in accordance with the applicable advisory circulars and the details shown on the plans.

125-3.2 TESTING. All lights shall be fully tested by continuous operation for not less than 24 hours as a completed system prior to acceptance. The test shall include operating the constant current regulator in each step not less than 10 times at the beginning and end of the 24-hour test. The fixtures shall illuminate properly during each portion of the test.

125-3.3 SHIPPING AND STORAGE. Equipment shall be shipped in suitable packing material to prevent damage during shipping. Store and maintain equipment and materials in areas protected from weather and physical damage. Any equipment and materials, in the opinion of the RPR, damaged during construction or storage shall be replaced by the Contractor at no additional cost to the owner. Painted or galvanized surfaces that are damaged shall be repaired in accordance with the manufacturer's recommendations.

125-3.4 ELEVATED AND IN-PAVEMENT LIGHTS. Water, debris, and other foreign substances shall be removed prior to installing fixture base and light.

A jig or holding device shall be used when installing each light fixture to ensure positioning to the proper elevation, alignment, level control, and azimuth control. Light fixtures shall be oriented with the light beams parallel to the runway or taxiway centerline and facing in the required direction. The outermost edge of fixture shall be level with the surrounding pavement. Surplus sealant or flexible embedding material shall be removed. The holding device shall remain in place until sealant has reached its initial set.

METHOD OF MEASUREMENT

125-4.1 Reflective markers will be measured by the number installed as completed units in place, ready for operation, and accepted by the RPR. Runway and taxiway lights will be measured by the number of each type installed as completed units in place, ready for operation, and accepted by the RPR. Guidance signs will be measured by the number of each type and size installed as completed units, in place, ready for operation, and accepted by the RPR. Runway End Identifier Lights shall be measured by each system installed as a completed unit in place, ready for operation, and accepted by the RPR.

Precision Approach Path Indicator shall be measured by each system installed as a completed unit, in place, ready for operation, and accepted by the RPR. Abbreviated Precision Approach

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Path Indicator shall be measured by each system installed as a completed unit, in place, ready for operation, and accepted by the RPR.

BASIS OF PAYMENT

125-5.1 Payment will be made at the Contract unit price for each complete runway or taxiway light, guidance sign, reflective marker, runway end identification light, precision approach path indicator, or abbreviated precision approach path indicator installed by the Contractor and accepted by the RPR. This payment will be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

Pay Item	Description
	NOTE: THE QUANTITY OF SIGN MODULES IS BASED ON TWO (2) CHARACTERS PER MODULE. PAYMENT SHALL BE MADE ON THE BASIS OF A MODULE CONSISTING OF TWO CHARACTERS, REGARDLESS OF THE MANUFACTURING METHODS OR TECHNIQUES.
Item L-125-1	L-858(L) Sign – Single/Double Face, LED, Size 1 - 3 Module -- per Each (EA) L-858(L) Y,R,L sign, size 1 with LED installed on a concrete base with a L-867B 24" deep light base, with 1/2" thick galvanized steel cover plate and gasket, properly sized L-830 transformer(s), L-823 connectors, and all incidentals. Align and level as required.
Item L-125-2	L-858(L) Sign – Single/Double Face, LED, Size 2 - 1 Module -- per Each (EA) L-858(L) Y,R,L sign, size 2 with LED installed on a concrete base with a L-867B 24" deep light base, with 1/2" thick galvanized steel cover plate and gasket, properly sized L-830 transformer(s), L-823 connectors, and all incidentals. Align and level as required.
Item L-125-3	L-858(L) Sign – Single/Double Face, LED, Size 2 - 2 Module -- per Each (EA) L-858(L), Y,R,L sign, size 2 with installed on a concrete base with a L-867B 24" deep light base, with 1/2" thick galvanized steel cover plate and gasket, properly sized L-830 transformer(s), L-823 connectors, and all incidentals. Align and level as required.
Item L-125-4	L-858(L) Sign – Single/Double Face, LED, Size 2 - 3 Module -- per Each (EA) L-858(L) Y,R,L sign, size 2 with LED installed on a concrete base with a L-867B 24" deep light base, with 1/2" thick galvanized steel cover plate and gasket, properly sized L-830 transformer(s), L-823 connectors, and all incidentals. Align and level as required.

Pay Item	Description	
Item L-125-5	L-852D(L) MIRL Runway Edge Light – Clear/Clear (N) L-852D(L), Bi-directional, Clear / Clear, LED, style 3, MIRL R/W edge light, mounted on a 2 piece L-868B deep light base with ¾" nominal spacer ring (w/concrete ring), properly sized L-830 transformer, L-823 connectors, and all incidentals. Align and level as required.	-- per Each (EA)
Item L-125-6	L-861T(L) Omnidirectional, Blue, LED, Taxiway Edge Light (N) L-861T(L), Omni-directional, blue, LED, MITL T/W edge light, column mounted on a L-867B/D deep light base with a "corten" or accepted equivalent base plate with gasket and properly sized L-830 transformer, L-823 connectors, and all incidentals. Align and level as required. The overall height shall be 14".	-- per Each (EA)
Item L-125-7	L-861T(L) Omnidirectional, Blue, LED, Taxiway Edge Light (T) L-861T(L), Omni-directional, blue, LED, MITL T/W edge light, column mounted on a L-867B/D deep light base with a "corten" or accepted equivalent base plate with gasket and properly sized L-830 transformer, L-823 connectors, and all incidentals. Align and level as required. The overall height shall be 14".	-- per Each (EA)
Item L-125-8	Field Lightning Arrestor Assembly This item includes all materials, labor, transportation, supervision and all incidentals to furnish and install a field lightning arrestor assembly in accordance with the Contract Documents.	-- per Each (EA)

REFERENCES

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

Advisory Circulars (AC)

AC 150/5340-18	Standards for Airport Sign Systems
AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-5	Circuit Selector Switch

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AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-28	Precision Approach Path Indicator (PAPI) Systems
AC 150/5345-39	Specification for L-853, Runway and Taxiway Retroreflective Markers
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
AC 150/5345-44	Specification for Runway and Taxiway Signs
AC 150/5345-46	Specification for Runway and Taxiway Light Fixtures
AC 150/5345-47	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
AC 150/5345-51	Specification for Discharge-Type Flashing Light Equipment
AC 150/5345-53	Airport Lighting Equipment Certification Program

Engineering Brief (EB)

EB No. 67	Light Sources Other than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures
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END OF ITEM L-125

ITEM SP-131 DEMONSTRATIONS, TESTS AND PERFORMANCE VERIFICATION

PART 1 – GENERAL

- A. This item includes the furnishing of all labor, supervision, transportation, materials, equipment, services and all appurtenances necessary to provide demonstrations, testing and performance verification required to show electrical system compliance to the Contract Documents.

PART 2 – DEMONSTRATIONS

131-2.1 Check Out Memo:

- A. Where required by the Contract Documents provide manufacturer assistance during the testing, start-up, performance verification, demonstrations and owner training. Complete the Check-Out Memo contained in Specification 01700.

131-2.2 General:

- A. Demonstrate the essential features of the following electrical systems:
 - 1. Airfield lighting fixtures
 - 2. Constant Current Regulators/monitors
 - 3. Airfield Lighting Control System
 - 4. Airfield lighting vault normal power system
 - 5. Airfield lighting vault standby power system
- B. Each system shall be demonstrated once, but only after completion of testing.
- C. The demonstration shall be held upon completion of all work involving the system, including testing. The demonstration date shall be agreed upon in writing by the Owner, Engineer, Maintenance Personnel and Contractor. The demonstration shall be conducted by the Contractor in the presence of the Owner, Engineer and Maintenance Personnel. Where required by the Contract Documents or at the Owner's request the Contractor shall have the Manufacturer's Representative attend the demonstration.
- D. Prior to acceptance of the Work, the Contractor shall demonstrate to the Owner, Engineer and Maintenance Personnel all features and functions of all systems and shall instruct the Owner in the proper operation of the systems.
- E. The demonstration shall consist of not less than the following:

1. Point out the actual location of each component of the system and demonstrate its function and its relationship to other components within the system.
 2. Demonstrate the electrical systems by actual "start-stop" operation showing how to work controls, how to reset protective devices, how to replace fuses, and what to do in an emergency. Indicate each items relationship to the riser diagrams and drawings.
 3. Demonstrate communication, signal, alarm and detection systems by actual operation of the systems and show how to reset signal, alarm and detection devices. Have personnel on hand to initiate alarm conditions, for example throw circuit breakers to demonstrate loss of power.
- F. The Contractor shall furnish the necessary trained personnel to perform the demonstration and instructions, and shall arrange to have the manufacturer's representatives present to assist with the demonstrations.
- G. All functional and operational testing of protective interlocking, automatic controls; instrumentation, alarm systems, and all other field testing of the main systems will be completed before the systems are demonstrated.

131-2.3 Submittals:

- A. Submit eight (8) copies of the Performance Verification and Demonstration to the Owner Form, signed by the Contractor, Subcontractor and Owner and insert one copy in each Operation and Maintenance Manual and the original shall be inserted in the Project Closeout Documentation Manual, see Specification 01700.

PART 3 – TESTS AND PERFORMANCE VERIFICATION

131-3.1 Performance Verification:

- A. Operate system for a 3-day period. Complete performance verification work as required to show that the system is operating correctly in accordance with design. Supply instruments required to read data. Adjust system to operate at the required performance levels. Tabulate data for submission. Submit data on 8 1/2 x 11 " sheets with time and name of verifier.
- B. When the project is completed in phases the Performance Verification and Demonstration task shall be completed as each phase is completed and shall be completed prior to each phase being turned over to or occupied by the Owner.
- C. Where specific performance verification information is called for in the Contract Documents, use the forms provided for recording readings. Data shall be submitted and approved before Check-Out Memos are signed or a request for final inspection is made. Submit data in Operation and Maintenance Manuals.

- D. At completion of construction after all performance verification and testing information has been gathered, submitted, and approved, provide one copy of this information to the manufacturer's representative of the equipment. Work required under this section shall include having the representative examine the performance verification information, check the equipment in the field while it is operating, and sign a Check-Out Memo for a record. Submit five (5) copies of the memo on each major item of equipment. Approved memos shall be inserted in each Operation and Maintenance Manual with the performance verification information. Memos shall be submitted and approved before instruction to owner or a request for final inspection.

131-3.2 Testing:

- A. Perform such tests as required by authorities having jurisdiction (AHJ) over the site, or tests/inspections as required by the Contract Documents.
- B. All required component and system testing shall be satisfactorily completed and submitted in the Operation and Maintenance Manuals prior to the request to demonstrate the systems to the Owner.
- C. There are no approved "repair" procedures for items that have failed testing. Items that have failed testing shall be replaced with new items in compliance with the Contract Documents. Any other corrective measures shall be approved by the Engineer. The addition of ground rod sections to the ground rods shall be considered as equivalent to equipment replacement.

131-3.3 Correction of Errors:

- A. The Contractor shall immediately correct any errors or omissions in the Contractor's work, which are discovered during testing. This shall include but not limited to, improper phasing, misinterpretations of Contract Documents, incomplete grounding, damaged equipment or materials, or incomplete work the Contractor has already verified as being complete. The Contractor shall immediately replace, or complete these errors and omissions as soon as they are discovered by the Contractor or brought to the Contractor's attention. The Contractor shall effect immediate correction of such items even if it requires disruption of the Contractor's scheduled construction activities or work on an overtime basis. Failure to take immediate action or an excessive number of errors or omissions shall make the Contractor liable for the time lost by the Owner's operating forces, and any other personnel.

PART 4 – METHOD OF MEASUREMENT

- 131-4.1** The items described in this section are incidental to other sections and shall not be measured for payment.

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PART 5 – BASIS OF PAYMENT

131-5.1 No direct payment shall be made for the work described in this section. The work described in this section is incidental to other items and shall be paid for in the respective bid item of which it is a component part.

END OF ITEM SP-131

ITEM SP-155 INSTALLATION OF RUNWAY END INDICATOR LIGHT – LED

PART 1 - DESCRIPTION

This item shall consist installing Runway End Indicator Light (REIL) in accordance with these specifications and the contract documents.

This item shall also include all wire and cable connections, the furnishing and installing of all necessary conduits and fittings and all necessary mounting structures. It shall also include the testing of the installation and all incidentals necessary to place the REIL lights in operation as completed units to the satisfaction of the Engineer.

155-1.1 GENERAL

A. This item shall consist of airport lighting systems furnished and installed in accordance with the Contract Documents, any referenced documents, and the applicable Federal Aviation Administration (FAA) Advisory Circulars (AC). The systems shall be installed at the location and in accordance with the dimensions, layout, design, and details shown in the Contract Documents. This item shall include furnishing and installing all lights, signs, transformers, base cans, mounting assemblies, base plates, adapter rings, concrete work, cable connections, all lamps, testing of the installation and all incidentals and appurtenances necessary to place the systems in operation as completed units to the satisfaction of the Engineer.

B. Part 6 and Part 7 contain a list of material requirements and reference documents respectively. The Contractor is responsible for obtaining and using the current edition of the referenced documents. The list is not all-inclusive but is offered as a convenience to the Contractor.

155-1.2 SUBMITTALS

A. Shop drawings of each airfield lighting component, indicating FAA approval, shall be submitted to the Engineer for review and acceptance and be accepted prior to ordering any materials for this item. This submittal shall include the proposed method of installation for all airfield lighting components. The submittal shall include data on all component parts of the item or system, and shall include the manufacturers list of recommended spare parts for one years use.

B. The manufacturer of the REIL System proposed shall be required to provide data, certification, and five (5) airport references that each type of proposed fixture, as currently designed unless a new design that has not been required in the United States heretofore, has been in operation under normal airfield conditions a minimum of 3 years with a certified repair requirement rate of no more than three (3) percent. The Engineer will contact each reference for verification of data and performance history and reserves the explicit right to reject fixture models and/or manufacturer that, in its opinion, do not have a satisfactory performance history. The electrical Contractor, through the Contractor, shall state with the bid that performance history has been verified and that the electrical Contractor will make a substitution of a different manufacturer or model if the Engineer cannot verify a satisfactory performance history.

155-1.3 SPARE PARTS

A. The Manufacturer/Contractor by submitting a bid assures the Owner that the product(s) submitted are not "end-of-life" or "end of product line" items and that spare parts shall be available to the Owner for 10 years beyond the product warranty period. The Manufacturer/Contractor agrees to replace any item of which parts are not available for the specified 10 year period with a new manufactured product of equivalent or better function and type.

155-1.4 REQUIREMENTS

A. All airfield lighting systems provided are subject to the following:

1. The electrical installation shall meet the National Electrical Code and local regulations. The Contractor shall be responsible for obtaining local permits and notification for inspection by code authorities consistent with the schedule of work.

2. The Contractor shall determine that all lighting system components furnished (including FAA approved equipment) are compatible with each other and the remainder of the new or expanded system. The Contractor shall replace non-compatible components furnished by the Contractor with similar compatible units meeting the requirements of the Contract Documents at Contractor's expense.

3. If the Contractor elects to furnish and install airport lighting equipment requiring additional wiring, transformers, adapters, mountings, etc., to those shown on the Contract Documents, any cost for these items shall be incidental to the equipment cost.

4. Only the specified type, style, class, and etc., of FAA approved equipment, when indicated in the Contract Documents, will be acceptable even though equipment of other types, styles, classes, etc. may be FAA approved. "FAA approved" as used herein means approved under the Airport Lighting Equipment Certification Program as described in Advisory Circular (AC) 150/5345-53, current edition.

5. All airfield lighting fixtures shall have been manufactured and shall perform in accordance with FAA AC 150/5345-51, current edition. Any defect in design, materials (excluding lamps), or workmanship, which may occur during proper and normal use, shall be warranted for a period of one (1) year from date of final acceptance. This warranty specifically warrants against water leakage, damage, and corrosion to the lamps, electrical connections, and optical elements internal to the luminaire. Any above mentioned defect requires the manufacturer to repair or replace, at its option, the defective part(s) or entire fixture at no additional cost.

PART 2 - MATERIALS

155-2.1 GENERAL

A. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified and listed under Advisory Circular (AC) 150/5345-53, "Airport Lighting Equipment Certification Program".

B. All other equipment and materials covered by other referenced documents shall be subject to acceptance through manufacturer's certification of compliance with the applicable documents when requested by the Engineer.

C. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with the Contract Documents and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with the Contract Documents shall be removed, when directed by the Engineer and replaced with materials, which do comply with the Contract Documents, at the sole cost of the Contractor.

D. All materials and equipment used to construct this item shall be submitted to the Engineer for acceptance prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

E. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the Contract Documents. All submittals shall comply with Item L-106 "Submittals, Record Documents and Maintenance Manuals" and other requirements of the Contract Documents. Where other parts of the Contract Documents apply, the stricter item shall govern. The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes shown in the Contract Documents.

F. All materials shall be new and unused unless specifically noted otherwise.

G. All materials required per this item are for use on a voltage driven circuit unless specifically noted otherwise.

155-2.2 GUARANTEES

A. Except as modified below, all equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of twenty-four (24) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

155-2.3 BASIS OF DESIGN

The LED L-849I (L) REIL shall conform to the requirements of FAA Advisory Circular 150/5345-51 "Specification for Runway Edge Identifier Lights" and FAA LED "Engineering Brief No. 67" current editions. The LED L-849I (L) REIL shall be ETL certified. The REIL shall be powered from the runway airfield series circuit

L-849E (L) Runway End Indicator Light, LED

578VA

The LED L-849 REIL system shall be supplied for the total quantity as shown on the plans. Each LED L-849 REIL system shall include one Instruction Manual.

PART 3 - EQUIPMENT AND MATERIALS

155-3.1 RUNWAY END INDICATOR LIGHT (REIL)

The system shall consist of the following classification:

The LED REIL system shall consist of the following classifications:

A. Type.

L-849I- REIL powered by airfield series circuit.

B. Style.

Style E - Unidirectional, three brightness steps.

The LED REIL system must operate at temperatures from -40 to +131°F (-40 to +55°C).

A. The system shall also include Interconnection Field Splice Kits, one Aiming Device and one Instruction Manual. The manufacturer shall also have a downloadable electronic version of the manual available on their web site.

B. The LED L-849I Style E REIL shall provide a flashing visual indication to pilots of the runway threshold during an approach. To insure reduced energy consumption, reduced maintenance requirements and elimination of costly xenon lamp replacement, the L-849 fixture light source shall be a Light Emitting Diode (LED) assembly. Xenon flashtubes or HID lamps will not be accepted. The L-849 REIL system shall consist of a Primary control cabinet with LED flasher assembly and a Secondary cabinet with LED flasher assembly. The Primary and Secondary REIL units shall have a flash rate of 120 flashes per minute $\pm 10\%$. Both the Primary and Secondary REIL units shall flash simultaneously with no more than a 20 millisecond difference between them. The Secondary control cabinet shall be identical to the Primary control cabinet except that timing signals shall originate from the Primary control cabinet.

C. The series circuit powered LED REIL system shall operate from either a 3 or 5-step, 60Hz [50Hz] series lighting circuit.

D. Each L-849 Style E cabinet shall be separately powered with a 6.6A secondary, 200W maximum isolation transformer.

155-3.2 REIL OPERATION.

A. To maximize maintenance personnel safety, there shall be no more than 240Vdc at any point inside either L-849I control cabinet. Each control cabinet shall include a door interlock switch that deactivates incoming power when the door is opened. DPDT dry relay output contact points shall be present to provide an external indication in case of a system fault. A system fault alarm shall be activated if:

1. There is a loss of input power,
2. If more than 25% of the LEDs fail,
3. The number of misfires exceeds a preset number within 100 consecutive flashes. It shall be possible to manually select a preset misfire detection number from 0 to 7 within the Primary cabinet.

B. A flasher control board in the Primary control cabinet shall generate a trigger signal, which shall be transmitted to the LED flasher assemblies in both Primary and Secondary control cabinets. The trigger signal shall be sufficiently robust such that the Primary to Secondary cable does not need to be shielded.

C. The LED L-849 REIL shall be available with either one- or three-step current sensing to allow automatic intensity selection based on the current sensed in a series circuit.

D. The L-849I REIL Primary control cabinet shall have the capability to read series circuit current from the secondary of the same isolation transformer that powers the Primary. Use of a separate isolation transformer shall not be required.

155-3.3 LIGHT BASES

A. All light bases (base cans) shall meet the requirements of FAA AC 150/5345-42, current edition. The light bases shall be L-867 type for the non-load bearing units. The sizes of the units shall be as shown on the Contract Documents and in this item.

B. All L-867 base cans and transformer houses shall be equipped with one internal and two external base can ground straps with ground cable clamps and shall have an installed minimum depth of 20 inches not including the height of spacer rings or fixtures, unless specifically noted otherwise.

155-3.4 CABLES

A. Cables and conductors shall comply with Item L-108.

155-3.5 CABLE IDENTIFICATION TAGS

A. Cable tags shall comply with Item L-108.

155-3.6 SPLICES

- A. Splices shall comply with L-108.

155-3.7 TAPE AND HEAT SHRINK TUBING

- A. Tape and heat shrink tubing shall comply with Item L-108.

155-3.8 ISOLATION TRANSFORMER

- A. The isolation transformers shall be L-830, 6.6 amp primary to 6.6 amp secondary, sized per the fixture manufacturer's recommendations and conforming to AC 150/5345-47, current edition.

155-3.9 FRANGIBLE CONNECTIONS

- A. Frangible connections shall be in accordance with Federal Aviation Administration Advisory Circular AC 150/5220-23, current edition. Frangible couplings shall be metallic and provide an electrical bond between the item and the base.

- B. All frangible points shall be no higher than 3" above grade in accordance with FAA Engineering Brief 79, Determining RSA NAVAID Frangibility and Fixed-By-Function Requirements and FAA Advisory Circular AC 150/5300-13A, current edition.

- C. The top of the anchor bolts shall not extend above the frangible point on the frangible coupling.

155-3.10 CONCRETE

- A. Concrete shall conform to Item P-610, Structural Portland Cement Concrete, or accepted FDOT Class II equivalent, Specification Section 346 "Standard Specification for Road and Bridge Construction", using 1 inch maximum size coarse aggregate (FDOT #57 stone) with a minimum 28 day compressive strength of 3,400 PSI.

- B. Where reinforced concrete is specified, reinforcing steel shall conform to ASTM A 615 Grade 60. Concrete and reinforcing steel are incidental to the respective pay item of which they are a component part.

- C. High early strength P-610 concrete will be required for use with ducts, conduits, base cans and other work as directed by the Engineer, in existing operational areas and within the safety areas of operational pavement to comply with the project phasing and scheduling requirements and where the pavement is required to open to aircraft at the end of the designated work period. The extra cost for the high early strength P-610 concrete shall be considered incidental to the respective pay item of which it is a component part. Concrete shall obtain 4,000 PSI strength prior to opening to aircraft.

- D. Flowable material used to back fill conduit and duct bank trenches shall conform to the requirements of Item P-153 "Controlled Low Strength Material" or accepted FDOT Non-Excavatable Flowable Fill (125 psi minimum) FDOT Specification Section 121 "Standard Specification for Road and Bridge Construction" or equivalent.

155-3.11 CONDUIT

- A. Conduit shall comply with Item L-110.

155-3.12 BASE CAN BOLTING HARDWARE

A. All airfield bolting hardware shall be stainless steel and shall meet FAA requirements. All bolts 1/4 inch and larger shall be hex head type. All bolts smaller than 1/4 inch trade size shall be recessed Allen type.

B. All bolted connections shall utilize a two piece anti-rotational locking type device such as NORD-LOCK self-locking washers or accepted equivalent.

C. All fixtures and base cans shall be installed with new unused bolts of the proper thread length and with new unused two piece anti-rotational locking type devices. An accepted anti-seize compound shall be used on all bolts connecting base can sections or elevated fixture base plates to base cans. Semiflush fixture bolts shall utilize anti-seize/loctite compounds in accordance with the fixture manufacturer's recommendations. All fixture and base can bolts shall be torqued in accordance with the manufacturer's requirements. The manufacturer's torque requirements shall be submitted with the respective materials.

D. The base can cover and fixture mounting bolts shall extend thru the base can mounting flange into the base can a minimum of 0.5 inch. The bolts shall have enough thread length so they do not shoulder out before the fixture is securely tightened.

E. The Contractor shall exercise extreme care when removing airfield lighting bolting hardware. The existing bolting hardware may have been installed in excess of twenty-five years. The Contractor shall be responsible for the proper removal/repair/replacement of all stripped/broken/damaged fixture bolts or base can bolts or tapped holes in base cans and/or appurtenances encountered during construction. To effect repairs the Contractor shall use drilling/tapping/inserts, fixture/jigs/tooling and methods approved by the base can manufacturer or an accepted equivalent. The drilling/tapping/insert fixture/jigs/tooling and base can manufacturer approved method/procedure shall be submitted with the base can/fixture submittals. Payment for this work shall be considered incidental to the respective fixture and base can pay items provided in the Contract Documents.

155-3.13 ANTI-SEIZE COMPOUND

A. The anti-seize compound shall be Ideal "Noalox" or accepted equivalent.

B. GE RTV-118 non-curing sealant or accepted equivalent shall be used to seal between of base can sections, spacer rings and adapter rings, etc. No sealant shall be used between the fixture and spacer ring surfaces.

155-3.14 FILLERS AND ADHESIVES

A. Joint sealing filler shall be FAA Type P-605 and adhesive compounds shall be FAA Type P-606. The P-605 and P-606 shall be formulated so they are compatible with the pavement type with which they are used.

155-3.15 IDENTIFICATION MARKERS

A. Fixture, manhole and sign identification markers shall be brass bench markers by Surv-Kap of Tucson, Arizona model number M/M-B2 with flat top or accepted equivalent.

B. 1/16" deep by 3/8" high text shall be engraved in the ID marker. Font shall be Helvetica Medium or accepted equivalent. The method of engraving/etching, installation method, etc., shall in accordance with the requirements contained in the Contract Documents. Payment for markers is incidental to the respective pay item of which it is a component part.

155-3.16 FIXTURE BONDING JUMPER AND LUG

A. Each REIL LHA shall be individually bonded to the base can with a #2 AWG copper, stranded green insulated bonding jumper. The wire shall conform to ASTM B 3, ASTM B 8 and ASTM D 33. The bonding jumper shall have THWN-2 insulation.

B. Each REIL shall be bonded to a ground ring and ground rod with a #2 AWG stranded copper, green THWN-2 insulated bonding jumper. The wire shall conform to ASTM B3, ASTM B8 and ASTM B33.

C. The bonding lug shall be furnished by the REIL manufacturer and shall be UL 467 listed and shall be suitable for the REIL material and copper conductor. The welding of a ground strap to a base can and all materials, labor, supervision and transportation necessary to properly bond the REIL to the base can shall be considered incidental to the item being installed.

155-3.17 DELIVERY, STORAGE AND HANDLING

A. Ship materials and equipment disassembled only to the extent necessary for reasons of shipping limitations, handling facilities, and to avoid damage during shipment. Maintain materials and equipment in new condition. This shall include the use of heat lamps, suitable coverings, indoor storage, etc. to properly protect the equipment and materials. Any equipment or materials, in the opinion of the Engineer, damaged during construction or storage periods shall be replaced by and at the expense of the Contractor.

155-3.18 SPARE PARTS

A. The following table lists the electrical spare parts required to be furnished by the Contractor. All spare parts shall be identical to the same parts accepted and installed in the project. Cost of spare parts shall be considered incidental to the pay items provided.

SPARE PARTS LIST		
Category	Description	
Miscellaneous	Master Oscillator PCB assembly	
	Current sensing PCB	
Lamps	PAR-56 Flashtube	
	Master Oscillator PCB assembly	

PART 4 - CONSTRUCTION METHODS

155-4.1 INSTALLATION – GENERAL

A. All fixtures, base cans, etc., shall be installed as shown on the Contract Documents or accepted shop drawings and in accordance with the applicable FAA Advisory Circulars and manufacturers' recommendations. Survey instruments shall be used to position all items to insure precise orientation. Tolerances given in the FAA Advisory Circulars and the Contract Documents shall not be exceeded. Where no tolerance is given, no deviation is permitted. Items not installed in accordance with the FAA Advisory Circulars and the Contract Documents shall be replaced by and at the expense of the Contractor.

B. In new or existing pavement all conduits, duct banks, counterpoise, base cans, etc., shall be installed prior to the placement of the final lift of pavement.

C. All concrete used for this item shall be completely consolidated and contain no voids. All exposed concrete shall be finished smooth with a steel trowel and broom finished. All horizontal edges to be chamfered 1 inch at 45 degrees.

D. The finished pavement surface shall be protected from foreign substances which could cause staining, i.e., oil, P-605, etc. The Contractor shall immediately clean all spills and correct/clean any stained surfaces at the Contractor's expense.

E. Assemble units and connect to the system in accordance with the manufacturer's recommendations and instructions.

F. An identification tag shall be installed with each fixture, as shown in the Contract Documents. Cable identification tags identifying each circuit shall be attached to each cable in the base can, on each side of all cable to cable splices and on the cable side of the cable to transformer splices.

G. Provide three feet (3') of slack in each end of each conductor in each base can. All connections shall be able to be made above ground.

H. Painted and galvanized surfaces that are damaged shall be repaired according to the manufacturer's recommendations, to the satisfaction of the Engineer. Use LPS-1G cold galvanizing compound or accepted equivalent to repair galvanized surfaces. Obtain paint and primer, of same batch number, from the equipment manufacturer to repair painted surfaces.

I. GE RTV-118 non-curing sealant or accepted equivalent shall be used to seal between sections of base can sections, spacer rings and adapter rings.

J. Where three (3) or more conduits enter an L-867B base can an L-867D base can shall be used. Drain connections are excluded from the conduit count.

K. All threaded portions of frangible couplings, etc., shall be coated with Ideal "Noalox" compound or accepted equivalent before being assembled.

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**INSTALLATION OF RUNWAY
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L. Dewatering necessary to construct L-125 Items and related erosion and turbidity control in accordance with Federal, State, and Local requirements is incidental to its respective pay item as a part of L-125. The cost of all excavation regardless of type of material encountered shall be included in the unit price bid for the L-125 Item.

M. All loose materials shall be removed from all excavations for electrical items. The bottom of the excavation shall be compacted to the following criteria:

SOIL TYPE	DESIGN AIRCRAFT GROSS WEIGHT	TEST STANDARD	UNDER PAVEMENT	IN TURF
<30% RETAINED ON ¾" SIEVE	>60,000 LBS	ASTM D1557	100%	95%
<30% RETAINED ON ¾" SIEVE	<60,000 LBS	ASTM D698	100%	98%
>30% RETAINED ON ¾" SIEVE	>60,000 LBS	AASHTO T-180	100%	95%
>30% RETAINED ON ¾" SIEVE	<60,000 LBS	AASHTO T-99	100%	95%

Backfill shall comply with the same compaction requirements.

155-4.2 INSTALLATION – REIL LIGHT HOUSING ASSEMBLY (LHA)

A. Install REIL's in accordance with the Contract Documents, REIL manufacturer's instructions and recommendations.

B. Position REIL Light Housing Assembly (LHA) with survey instruments as indicated in the Contract Documents. Stake location of all REIL prior to installation to demonstrate accuracy of layout, spacing intervals, and coordination with site features. Bring conflicts to the attention of the Engineer. Allow 10 calendar days for a resolution.

C. REIL's shall be oriented per the contract documents with the runway threshold in accordance with the contract documents.

D. The REIL shall be mounted on a concrete pad. For all REIL LHA's, the concrete pad shall extend to not less than three (3) feet out from the edge of the REIL LHA all around. The concrete pad shall be poured in place and rest on undisturbed soil. The pad shall be reinforced with steel bars formed and placed as indicated on Contract Documents.

E. During construction of the pad, the junction can shall be adjusted and firmly held in place so that machined upper surface of base flange will be level within 2 degrees and shall be flush/minus 1/4 inch with the surface of pad. All other bearing areas for additional flange supports shall be in the same horizontal plane as the junction can flange. Exposed concrete surface shall be finished smooth with a steel trowel or broom finish. All horizontal edges to be chamfered 1 inch at 45 degrees. Concrete pad shall slope at between 1 and 1-1/2% away from the center of the pad.

F. The REIL LHA shall have a ground ring installed at a distance of 3' around the perimeter of each concrete foundation and at a depth of 18" from finished grade. The ground ring shall be a #2 AWG bare solid copper conductor. The ground ring conductor shall be exothermically welded to a 3/4" diameter by 10ft long sectionalized ground rod per the contract documents. Add sections to obtain a not to exceed earth resistance of five (5) ohms. The counterpoise conductors of the junction can duct shall be exothermically welded to the ground ring.

G. The ground rings of each REIL LHA foundation shall be bonded together with a #2 AWG bare solid copper conductor per the contact documents.

H. The ground rings of the REIL LHA shall be bonded to the airfield counterpoise system with a #2 AWG bare solid copper conductor per the contract documents.

155-4.3 OPERATION AND MAINTENANCE MANUALS:

A. The Contractor shall provide data for all equipment, material and components supplied or furnished under this section in the Operation and Maintenance Manuals. This data shall include cut sheets from the manufacturer and the manufacturer's installation, operation and maintenance manuals, recommended spare parts lists, any required test results, and other data as required by Item L-106. The manuals shall be in accordance with Item L-106. Final payment for any contract amounts shall not be processed without proper submittal of these manuals and review and acceptance by the Engineer.

155-4.4 INSPECTION AND TESTING:

A. Because certain components may be inaccessible after final installation, base cans and lighting shall be tested concurrently with installation except for flight testing that shall occur after all fixtures are installed. The airfield electrical installations shall be tested in accordance with the requirements of Item L-111. Systems Tests shall also be conducted as specified in Item L-111. Any system installation errors or unacceptable discrepancies of installation shall be corrected, as directed by the Engineer and to the satisfaction of the Engineer.

B. The identification number for each light unit shall be checked to determine that the number is as assigned.

C. Securing Screws or Bolts. All fixture securing screws or bolts shall be torqued and tightened in accordance with the manufacturer's recommendations.

D. Light Lense. Each light fixture shall be checked to determine that the lense is clean and that the fixture is properly oriented.

E. Cables, Wiring, Splices and Ducts. All cables, wiring, and splices shall be tested in accordance with Item L-108 and L-111. All ducts and duct markers shall be checked to determine that the installation is in accordance with the Contract Documents. Underground ducts shall be inspected before cable installation is started.

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F. Elevation and Alignment. Light unit installation procedures shall be checked during construction and after the system has been completed to determine that the recommended fixture elevation and alignment is in accordance with design and manufacturer's installation requirements.

G. The REIL shall be vertically aligned according to the requirements in the plans using the aiming device provided by the manufacturer.

H. The Contractor shall be responsible for final calibration, adjustments and flight check of the REIL's.

I. The system shall be fully tested by continuous operation for not less than 24 hours as a completed system prior to acceptance. The test shall include the functioning of each intensity control in both Remote and Local not less than 10 times at the beginning and end of the 24-hour test.

J. The contractor shall arrange and support a flight check of the REIL's. The REIL's shall be fully functional and aligned prior to the flight check. The contractor shall have personnel on site during the flight check to make adjustments to the REIL's as requested by the FAA.

K. The contractor is responsible for any additional flight checks that may be required to obtain an accepted and operational REIL system.

PART 5 - METHOD OF MEASUREMENT

155-5.1 GENERAL

A. The quantity of items to be paid for under this item shall be for each REIL system installed complete.

PART 6 - BASIS FOR PAYMENT

155-6.1 GENERAL

A. Payment will be made at the contract unit price for each REIL system completed in accordance with the Contract Documents that is installed by the Contractor and accepted by the Engineer. This work shall be incidental to the appropriate SP-155 pay item.

B. A new ground ring grounding system shall be installed around each REIL LHA foundation and shall be interconnected per the contract documents between the primary LHA and the secondary LHA by a counterpoise conductor above the conduit connecting the two units. All counterpoise and ground rings shall be bonded to the existing airfield lighting counterpoise system. All counterpoise placed above the conduit and used in the construction of the ground rings, including all exothermic welds, and bonding shall be incidental to the L-108 pay item provided for the counterpoise conductor. All ground rods and ground rod bonding shall be incidental to the L-108 pay item provided for ground rods.

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C. New power feeder conduit, counterpoise, junction cans, and conductors shall be installed from the REIL system to the runway series circuit. All transformers, counterpoise, ground rods, conductors, splices and terminations shall be incidental to the respective SP-155 pay items provided. All conduit shall be incidental to the respective SP-155 pay items provided. All junction cans shall be incidental to the respective SP-155 pay items provided.

D. This price shall include all concrete, rebar, markers, tags, sealants, adhesives, excavation, backfill, dewatering, bonding, foundation conduit, foundation counterpoise, grounding, etc., necessary for the complete installation, less the items incidental to other pay items, of the new REIL complete to the satisfaction of the Engineer. This price shall be full compensation for furnishing all materials and for all preparation, assembly, survey and installation of these materials, and for all labor, equipment, tools, incidentals, and any additional appurtenances necessary to provide a fully operational, functional and accepted system. **ALL ITEMS ARE NEW AND UNUSED UNLESS SPECIFICALLY NOTED OTHERWISE.**

Payment will be made under:

Item SP-155-1	L-849I(L), Style E, REIL System – Runway 24, New Complete	-- per Each (EA)
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PART 7 - MATERIAL REQUIREMENTS

AC 150/5345-3	Specification for L-821, Panels for the Control of Airport Lighting.
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits.
AC 150/5345-10	Specification for Constant Current Regulators and Regulator Monitors.
AC 150/5345-13	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits.
AC 150/5345-26	FAA Specification for L-823 Plug and Receptacle, Cable Connectors.
AC 150/5340-28	Precision Approach Path Indicator (REIL Systems
AC 150/5345-42	Specification for Airport Light Bases, Transformer Houses, Junction Boxes and Accessories.
AC 150/5345-43	Specification for Obstruction Lighting Equipment.
AC 150/5345-46	Specification for Runway and Taxiway Light Fixtures.
AC 150/5345-47	Specification for Series to Series Isolation Transformers for Airport Lighting Systems.
AC 150/5345-49	Specification L-854, Radio Control Equipment.
AC 150/5345-53	Airport Lighting Equipment Certification Program.

AC 150/5345-51	Specification for Discharge-Type Flashing Light Equipment.
AC 150/5345-53	Airport Lighting Equipment Certification Program.
AC 150/5345-56 (ALCMS).	Specification for L-890 Airport Lighting, Control and Monitoring System

PART 8 – REFERENCE DOCUMENTS

AC 120-57	Surface Movement and Guidance Control System.
AC 150/5200-18	Airport Safety Self-Inspection.
AC 150/5210-5	Painting, Marking and Lighting of Vehicles Used on an Airport.
AC 150/5300-13	Airport Design.
AC 150/5340-1	Standards for Airport Markings.
AC 150/5340-18	Standards for Airport Sign Systems.
AC 150/5340-26	Maintenance of Airport Visual Aid Facilities.
AC 150/5340-30	Design and Installation Details for Airport Visual Aids.
AC 150/5370-2	Operational Safety on Airports During Construction.
AC 150/5370-10	Standards for Specifying Construction of Airports.
NFPA-70	National Electrical Code.
NFPA-70E	Standard for Electrical Safety in the Workplace.
NFPA-780	Standard for the Installation of Lightning Protection Systems
ANSI-C2	National Electrical Safety Code.
FDOT Std	Standard Specifications for Road and Bridge Construction

END OF ITEM SP-155



U.S. Department
of Transportation

Federal Aviation
Administration

Advisory Circular

Subject: SPECIFICATION FOR L-893,
LIGHTED VISUAL AID TO
INDICATE TEMPORARY
RUNWAY CLOSURE

Date: 06/27/07

Initiated by: AAS-100

AC No.: 150/5345-55A

Change:

1. PURPOSE. This advisory circular (AC) provides guidance in the design of a lighted visual aid to indicate temporary runway closure.

2. EFFECTIVE DATE. Effective 6 months after the date of this circular, only that equipment qualified per this specification will be listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program*.

3. CANCELLATION. AC 150/5345-55, *Lighted Visual Aid to Indicative Temporary Runway Closure*, dated 07/14/03, is cancelled.

4. APPLICATION. The standards contained herein are recommended by the FAA in all applications involving airport development of this nature. The use of these standards is mandatory for airport projects receiving Federal funds under the airport grant assistance program and those using funds under the passenger facility charge (PFC) program.

5. BACKGROUND. There have been instances of aircraft landing on runways that are temporarily closed for maintenance or snow removal operations. The likelihood of unintended landings increases during periods of reduced visibility and at night whenever runway lighting must be on for electrical maintenance or snow removal. The lighted visual aid is intended to eliminate ambiguity concerning the status of the runway and to reduce instances of aircraft landing on temporarily closed runways. This AC is based on FAA Technical Center report number DOT/FAA/CT-TN87/3. See Chapter 2 for information on how to obtain the report.

6. PRINCIPAL CHANGES.

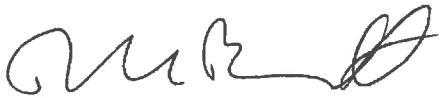
- a. Added photometric requirements and testing.
- b. Deleted 150W/120V type lamp.
- c. All applicable documents and document sources have been updated.

7. METRIC UNITS. To promote an orderly transition to metric units, this AC contains both English and metric dimensions. The metric conversions may not be exact metric equivalents and, until there is an official changeover to the metric system, the English dimensions will govern.

8. COMMENTS OR SUGGESTIONS for improvements to this AC should be sent to:

Manager, Airport Engineering Division
Federal Aviation Administration
ATTN: AAS-100
800 Independence Avenue, S.W.
Washington DC 20591

9. COPIES OF THIS AC. The Office of Airport Safety and Standards makes this AC available online at www.faa.gov.

A handwritten signature in black ink, appearing to read 'DLB', with a stylized flourish at the end.

David L. Bennett
Director of Airport Safety and Standards

CHAPTER 1. SCOPE AND CLASSIFICATION.

1.1 Scope.

This specification sets forth the Federal Aviation Administration (FAA) requirements for a lighted visual aid to indicate temporary runway closure. This AC does not discuss the use of a lighted visual aid to indicate runway closure. The use and application of a lighted visual aid for runway closure is the subject of AC 150/5340-1, *Standards for Airport Markings*, and AC 150/5370-2, *Operational Safety on Airports During Construction*.

1.2 Classification.

The lighted visual aid equipment covered in this AC is classified as L-893.

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CHAPTER 2. REFERENCED DOCUMENTS.

2.1 General.

The following is a listing of documents referenced in this AC.

2.2 FAA Advisory Circulars (ACs) and Technical Report.

AC 150/5345-53 *Airport Lighting Equipment Certification Program.*

AC 150/5340-1 *Standards for Airport Markings.*

AC 150/5370-2 *Operational Safety on Airports During Construction.*

DOT/FAA/CT-TN87/3 *Development of a Visual Aid to Indicate Temporary Runway Closure.*

2.3 Federal Standards.

FED-STD-595 *Colors Used in Government Procurement*

2.4 Society of Automotive Engineers (SAE) Aerospace Standards.

SAE-AS25050 *Colors, Aeronautical Lights and Lighting Equipment, General Requirement For,*

2.5 Document Sources.

FAA ACs may be obtained from:

U.S. Department of Transportation
Subsequent Distribution Office
Ardmore East Business Center
3341 Q 75th Ave.
Landover, MD 20785

Telephone: (301) 322-4961
FAX: (301) 386-5394
Website: www.faa.gov/airports_airtraffic/airports/resources/advisory_circulars/

FAA Technical Reports may be obtained from:

William J. Hughes Technical Center,
Information Services Management Branch
Atlantic City International Airport, NJ. 08405

Telephone: (609) 485-5000
Website: <http://www.airtech.tc.faa.gov/safety/downloads/>

Federal Standards may be obtained from:

Federal Supply Services

Specification Section
470 L'Enfant Plaza East
SW Suite 8100
Washington, DC 20407

Telephone: (202) 619-8925
FAX: (202) 619-8985
Website: www.dsp.dla.mil

SAE standards may be obtained from:

SAE World Headquarters
400 Commonwealth Drive
Warrendale, PA 15096-0001

Telephone : (724) 776-4841
Fax : (248) 273-2494
Website : www.sae.org

CHAPTER 3. EQUIPMENT REQUIREMENTS.

3.1 GENERAL.

This Chapter addresses the environmental, design, and photometric requirements for an L-893, Lighted Visual Aid.

3.2 ENVIRONMENTAL REQUIREMENTS.

The L-893 must be designed to operate in the following conditions:

- a. Temperature. Operating: -40 degrees F (-40 degrees C) to 130 degrees F (55 degrees C).

NOTE: The portable power supply (see paragraph 3.3c) is exempt from the low temperature requirement.

- b. Humidity. 95 percent relative humidity.
- c. Wind. Withstand a minimum wind speed of at least 40 mph (64.40 km/h) without adversely affecting the aiming or operation.
- d. Sunshine. Exposure to solar radiation.

3.3 PERFORMANCE STANDARDS.

The L-893 must:

- a. Be a portable unit that can be quickly towed to and from the runway.
- b. Consist of light sources that transmit an aviation white color per SAE-AS25050. The light sources must be arranged in the shape of a letter "X" with arms crossed at an appropriate angle to make the "X" readily discernible (see Figure 2). The arms must be painted yellow on all sides so that the unit will be clearly visible when it is in position. The color must be No. 13538, aviation yellow, per FED-STD-595.
- c. Be energized by a portable power supply capable of a minimum of 24 hours continuous operation. The light unit must also accept 120 volts alternating current external power when available on the airfield.
- d. Simultaneously flash all light sources mounted on the X at a rate of 2.5 seconds on ($\pm 20\%$) and 2.5 seconds off ($\pm 20\%$).
- e. Be able to switch between day and night intensities per paragraph 3.3f.
- f. Provide a minimum day effective intensity of 70,000 candela (cd) at the beam center, 34,000 cd at 10 degrees radius, 13,000 cd at 15 degrees radius per Figure 1. The minimum night effective intensity must be 2,000 cd at beam center, 970 cd at 10 degrees radius, and 370 cd at 15 degrees radius per Figure 1.

NOTE: The minimum intensity for each light source is determined by dividing the specified minimum intensity by the number of light sources.

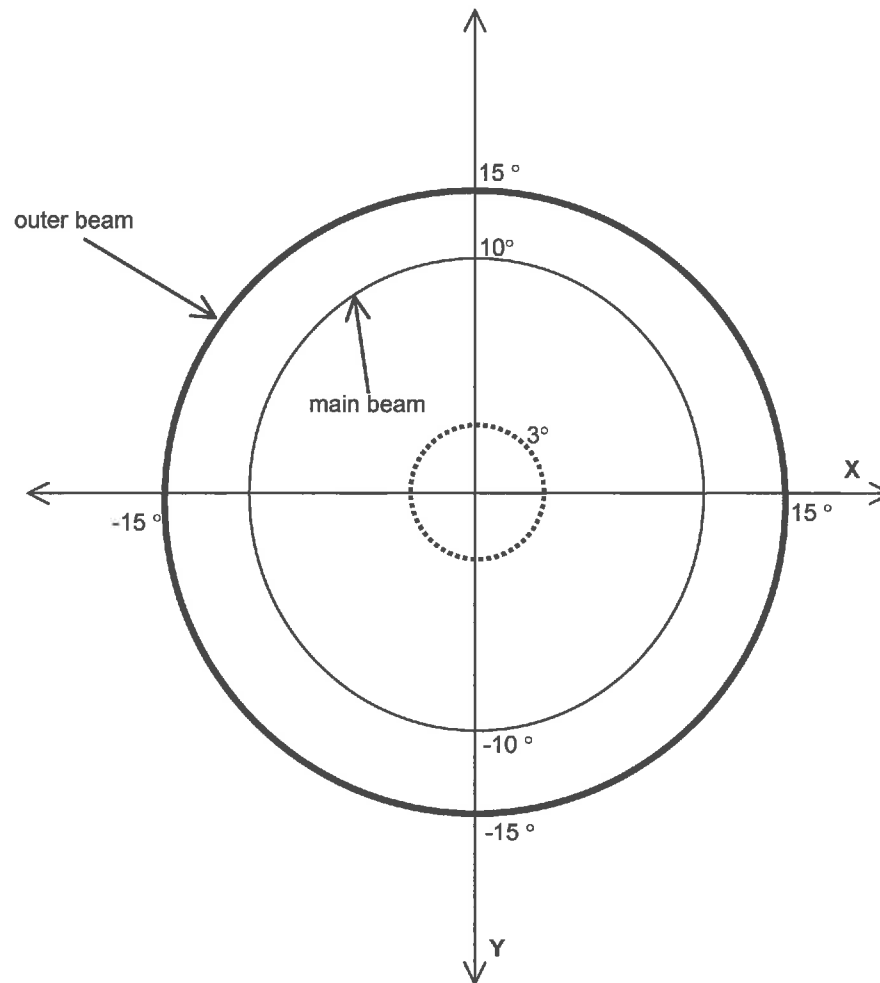


Figure 1. Beam Pattern

- g. Provide fail-safe protection to ensure that the unit stays on as continuous light if the flasher unit fails.
- h. Include an operations placard placed in a conspicuous location that instructs operators to visually check the operation of the device every 2 hours.
- i. Provide means for adjusting and leveling to allow tilting to an optimum angle of 5 degrees from vertical.
- j. Provide a minimum lighting arrangement with at least 9 light sources equally spaced per Figure 2.

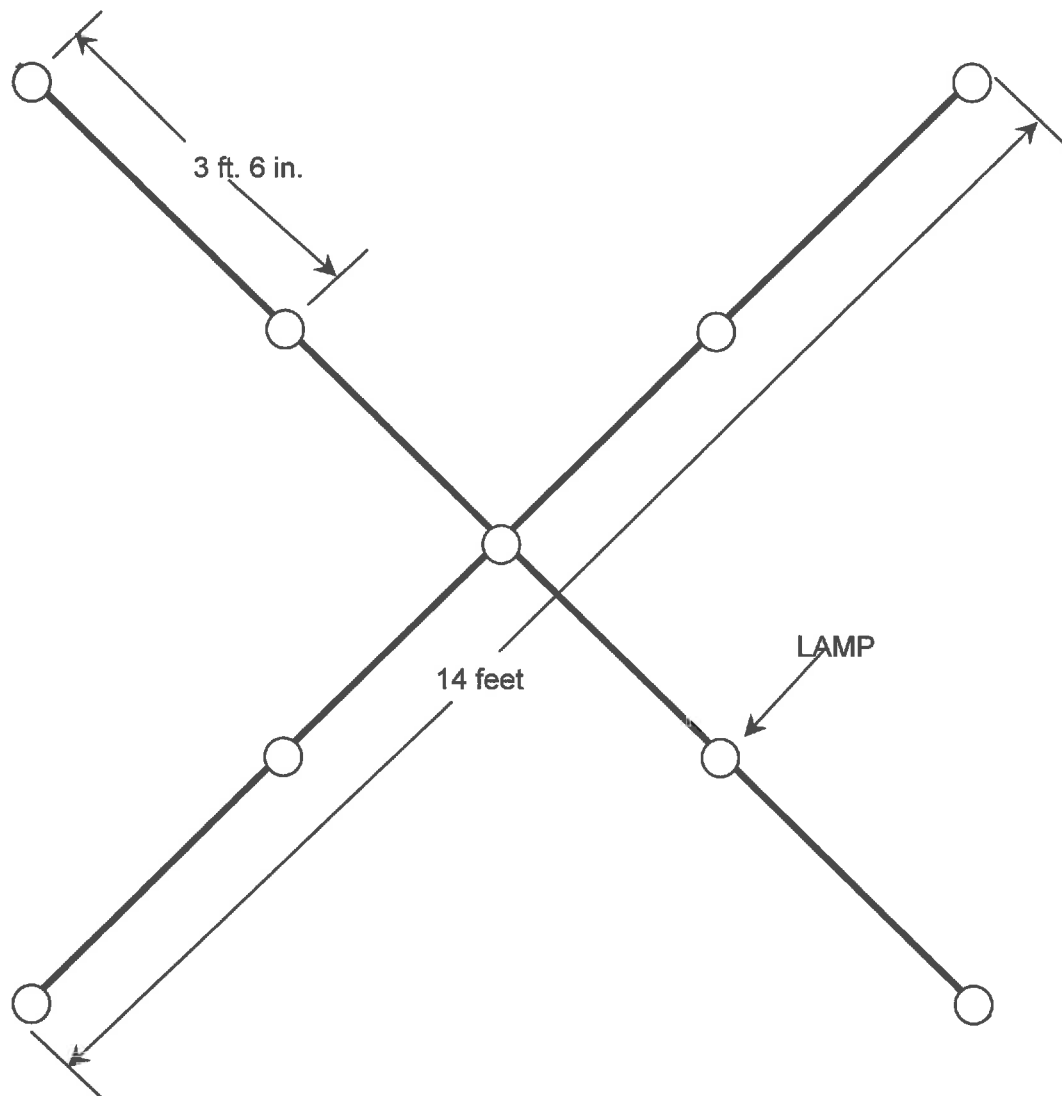


Figure 2. Lighted X Dimensions

- k. Be set up by one person in less than 5 minutes.

3.4 MATERIALS AND FINISH.

All components must be suitable for the intended purpose and adequately protected against corrosion. The components must have adequate capacity and must not be operated in excess of the component manufacturer's recommended rating. All surfaces of the assembly must be smooth without burrs or sharp edges.

CHAPTER 4. EQUIPMENT QUALIFICATION REQUIREMENTS.

4.1 Qualification Procedures.

Procedures for qualifying equipment to be furnished under the Federal grant assistance program for airports are contained in AC 150/5345-53, *Airport Lighting Equipment Certification Program*. Qualification tests must be conducted on the equipment to ensure the requirements and performance standards are met.

4.2 Visual Examination Test.

Conduct a visual examination to ensure the equipment complies with the requirements in this AC for size, paint color, materials, finish and quality of workmanship.

4.3 Photometric Tests.

A photometric test for the light source color (per paragraph 3.3b), intensity and beam pattern requirements (per paragraph 3.3f) must be conducted.

- a. The light source (lamps) must be tested at ± 3 percent of their nominal operating voltage.
- b. Beam coverage is given for the extremities of a circle per Figure 1.

4.4 Operational Tests.

Verify that all operations requirements conform to this AC.

- a. Energize the unit.
- b. Verify that all lights are lit.
- c. Verify that the lights flash per paragraph 3.3d.
- d. Verify that the capability for switching between day and night use is operational per paragraph 3.3e.
- e. Verify that the fail-safe mode (per paragraph 3.3g) is operational by defeating the flasher.

4.5 Wind Load Test.

Evidence must be provided, either by testing or by calculation of mechanical force, to demonstrate that the equipment can withstand wind velocities per paragraph 3.2c.

4.6 High Temperature Test.

The high temperature test must be conducted per MIL-STD-810F, Method 501.4 Procedure II.

- a. The high temperature test must be conducted per MIL-STD-810F, Method 501.4, Procedure II. The equipment must be subjected to a constant temperature of +130 degrees F (+55 degrees C) for 4 hours after equipment temperature stabilization and be operated throughout the test. The equipment must operate at the specified flash rate (paragraph 3.3d) and intensity (paragraph 3.3f).

- b. A visual examination must be conducted after the equipment is removed from the chamber. Failure of the equipment to operate as specified is cause for rejection.

4.7 Low Temperature Test.

The low temperature test must be conducted per MIL-STD-810F, Method 502.4 Procedure II.

NOTE: The portable power supply is exempt from this requirement.

- a. Equipment operation must be demonstrated at the beginning of the test per paragraph 4.4.
- b. The equipment, with input power off, must then be exposed to a 24-hour soaking period at -40 degrees F (-40 degrees C) after which the equipment must be turned on for one hour, and must achieve specified flash rate (paragraph 3.3d) and intensity (paragraph 3.3f) within 1 minute after being energized.

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CHAPTER 5. PRODUCTION TEST REQUIREMENTS.

5.1 Production Tests.

A visual examination must be performed per paragraph 4.2.

- a. Perform an operational test on each production unit per paragraph 4.4a through 4.4e.

5.2 Production Test Records.

The manufacturer must maintain records showing actual test results of all the tests required by paragraph 5.1 for a period of three years.

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

Advisory Circular

Subject: Operational Safety on
Airports During Construction

Date: 12/13/2017
Initiated By: AAS-100

AC No: 150/5370-2G
Change:

1 **Purpose.**

This AC sets forth guidelines for operational safety on airports during construction.

2 **Cancellation.**

This AC cancels AC 150/5370-2F, *Operational Safety on Airports during Construction*, dated September 29, 2011.

3 **Application.**

This AC assists airport operators in complying with Title 14 Code of Federal Regulations (CFR) Part 139, *Certification of Airports*. For those certificated airports, this AC provides one way, but not the only way, of meeting those requirements. The use of this AC is mandatory for those airport construction projects receiving funds under the Airport Improvement Program (AIP). See Grant Assurance No. 34, *Policies, Standards, and Specifications*. While we do not require non-certificated airports without grant agreements or airports using Passenger Facility Charge (PFC) Program funds for construction projects to adhere to these guidelines, we recommend that they do so to help these airports maintain operational safety during construction.

4 **Related Documents.**

ACs and Orders referenced in the text of this AC do not include a revision letter, as they refer to the latest version. Appendix A contains a list of reading material on airport construction, design, and potential safety hazards during construction, as well as instructions for obtaining these documents.

5 **Principal Changes.**

The AC incorporates the following principal changes:

1. Notification about impacts to both airport owned and FAA-owned NAVAIDs was added. See paragraph 2.13.5.3, NAVAIDs.

2. Guidance for the use of orange construction signs was added. See paragraph 2.18.4.2, Temporary Signs.
3. Open trenches or excavations may be permitted in the taxiway safety area while the taxiway is open to aircraft operations, subject to restrictions. See paragraph 2.22.3.4, Excavations.
4. Guidance for temporary shortened runways and displaced thresholds has been enhanced. See Figure 2-1 and Figure 2-2.
5. Figures have been improved and a new Appendix F on the placement of orange construction signs has been added.

Hyperlinks (allowing the reader to access documents located on the internet and to maneuver within this document) are provided throughout this document and are identified with underlined text. When navigating within this document, return to the previously viewed page by pressing the “ALT” and “←” keys simultaneously.

Figures in this document are schematic representations and are not to scale.

6 Use of Metrics.

Throughout this AC, U.S. customary units are used followed with “soft” (rounded) conversion to metric units. The U.S. customary units govern.

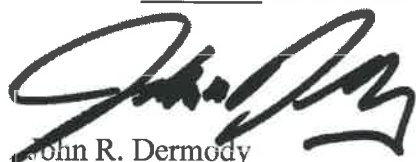
7 Where to Find this AC.

You can view a list of all ACs at

http://www.faa.gov/regulations_policies/advisory_circulars/. You can view the Federal Aviation Regulations at http://www.faa.gov/regulations_policies/faq_regulations/.

8 Feedback on this AC.

If you have suggestions for improving this AC, you may use the Advisory Circular Feedback form at the end of this AC.



John R. Dermody
Director of Airport Safety and Standards

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CHAPTER 1. PLANNING AN AIRFIELD CONSTRUCTION PROJECT

1.1 Overview.

Airports are complex environments, and procedures and conditions associated with construction activities often affect aircraft operations and can jeopardize operational safety. Safety considerations are paramount and may make operational impacts unavoidable. However, careful planning, scheduling, and coordination of construction activities can minimize disruption of normal aircraft operations and avoid situations that compromise the airport's operational safety. The airport operator must understand how construction activities and aircraft operations affect one another to be able to develop an effective plan to complete the project. While the guidance in this AC is primarily used for construction operations, the concepts, methods and procedures described may also enhance the day-to-day airport maintenance operations, such as lighting maintenance and snow removal operations.

1.2 Plan for Safety.

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

1.2.1 Identify Affected Areas.

The airport operator must determine the geographic areas on the airport affected by the construction project. Some, such as a runway extension, will be defined by the project. Others may be variable, such as the location of haul routes and material stockpiles.

1.2.2 Describe Current Operations.

Identify the normal airport operations in each affected area for each phase of the project. This becomes the baseline from which the impact on operations by construction activities can be measured. This should include a narrative of the typical users and aircraft operating within the affected areas. It should also include information related to airport operations: the Aircraft Approach Category (AAC) and Airplane Design Group (ADG) of the airplanes that operate on each runway; the ADG and Taxiway Design Group (TDG)¹ for each affected taxiway; designated approach visibility minimums;

¹ Find Taxiway Design Group information in [AC 150/5300-13, Airport Design](#).

available approach and departure procedures; most demanding aircraft; declared distances; available air traffic control services; airport Surface Movement Guidance and Control System (SMGCS) plan; and others. The applicable seasons, days and times for certain operations should also be identified as applicable.

1.2.3 Allow for Temporary Changes to Operations.

To the extent practical, current airport operations should be maintained during the construction. In consultation with airport users, Aircraft Rescue and Fire Fighting (ARFF) personnel, and FAA Air Traffic Organization (ATO) personnel, the airport operator should identify and prioritize the airport's most important operations. The construction activities should be planned, through project phasing if necessary, to safely accommodate these operations. When the construction activities cannot be adjusted to safely maintain current operations, regardless of their importance, then the operations must be revised accordingly. Allowable changes include temporary revisions to approach procedures, restricting certain aircraft to specific runways and taxiways, suspension of certain operations, decreased weights for some aircraft due to shortened runways, and other changes. An example of a table showing temporary operations versus current operations is shown in Appendix E.

1.2.4 Take Required Measures to Revise Operations.

Once the level and type of aircraft operations to be maintained are identified, the airport operator must determine the measures required to safely conduct the planned operations during the construction. These measures will result in associated costs, which can be broadly interpreted to include not only direct construction costs, but also loss of revenue from impacted operations. Analysis of costs may indicate a need to reevaluate allowable changes to operations. As aircraft operations and allowable changes will vary widely among airports, this AC presents general guidance on those subjects.

1.2.5 Manage Safety Risk.

The FAA is committed to incorporating proactive safety risk management (SRM) tools into its decision-making processes. FAA Order 5200.11, *FAA Airports (ARP) Safety Management System (SMS)*, requires the FAA to conduct a Safety Assessment for certain triggering actions. Certain airport projects may require the airport operator to provide a Project Proposal Summary to help the FAA determine whether a Safety Assessment is required prior to FAA approval of the CSPP. The airport operator must coordinate with the appropriate FAA Airports Regional or District Office early in the development of the CSPP to determine the need for a Safety Risk Assessment. If the FAA requires an assessment, the airport operator must at a minimum:

1. Notify the appropriate FAA Airports Regional or District Office during the project "scope development" phase of any project requiring a CSPP.
2. Provide documents identified by the FAA as necessary to conduct SRM.
3. Participate in the SRM process for airport projects.
4. Provide a representative to participate on the SRM panel.

5. Ensure that all applicable SRM identified risks elements are recorded and mitigated within the CSPP.

1.3 **Develop a Construction Safety and Phasing Plan (CSPP).**

Development of an effective CSPP will require familiarity with many other documents referenced throughout this AC. See Appendix A for a list of related reading material.

1.3.1 List Requirements.

A CSPP must be developed for each on-airfield construction project funded by the Airport Improvement Program (AIP) or located on an airport certificated under Part 139. For on-airfield construction projects at Part 139 airports funded without AIP funds, the preparation of a CSPP represents an acceptable method the certificate holder may use to meet Part 139 requirements during airfield construction activity. As per FAA Order 5200.11, projects that require Safety Assessments do not include construction, rehabilitation, or change of any facility that is entirely outside the air operations area, does not involve any expansion of the facility envelope and does not involve construction equipment, haul routes or placement of material in locations that require access to the air operations area, increase the facility envelope, or impact line-of-sight. Such facilities may include passenger terminals and parking or other structures. However, extraordinary circumstances may trigger the need for a Safety Assessment and a CSPP. The CSPP is subject to subsequent review and approval under the FAA's Safety Risk Management procedures (see paragraph 1.2.5).

1.3.2 Prepare a Safety Plan Compliance Document (SPCD).

The Safety Plan Compliance Document (SPCD) details how the contractor will comply with the CSPP. Also, it will not be possible to determine all safety plan details (for example specific hazard equipment and lighting, contractor's points of contact, construction equipment heights) during the development of the CSPP. The successful contractor must define such details by preparing an SPCD that the airport operator reviews for approval prior to issuance of a notice-to-proceed. The SPCD is a subset of the CSPP, similar to how a shop drawing review is a subset to the technical specifications.

1.3.3 Assume Responsibility for the CSPP.

The airport operator is responsible for establishing and enforcing the CSPP. The airport operator may use the services of an engineering consultant to help develop the CSPP. However, writing the CSPP cannot be delegated to the construction contractor. Only those details the airport operator determines cannot be addressed before contract award are developed by the contractor and submitted for approval as the SPCD. The SPCD does not restate nor propose differences to provisions already addressed in the CSPP.

1.4 **Who Is Responsible for Safety During Construction?**

1.4.1 Establish a Safety Culture.

Everyone has a role in operational safety on airports during construction: the airport operator, the airport's consultants, the construction contractor and subcontractors, airport users, airport tenants, ARFF personnel, Air Traffic personnel, including Technical Operations personnel, FAA Airports Division personnel, and others, such as military personnel at any airport supporting military operations (e.g. national guard or a joint use facility). Close communication and coordination between all affected parties is the key to maintaining safe operations. Such communication and coordination should start at the project scoping meeting and continue through the completion of the project. The airport operator and contractor should conduct onsite safety inspections throughout the project and immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

1.4.2 Assess Airport Operator's Responsibilities.

An airport operator has overall responsibility for all activities on an airport, including construction. This includes the predesign, design, preconstruction, construction, and inspection phases. Additional information on the responsibilities listed below can be found throughout this AC. The airport operator must:

- 1.4.2.1 Develop a CSPP that complies with the safety guidelines of Chapter 2, Construction Safety and Phasing Plans, and Chapter 3, Guidelines for Writing a CSPP. The airport operator may develop the CSPP internally or have a consultant develop the CSPP for approval by the airport operator. For tenant sponsored projects, approve a CSPP developed by the tenant or its consultant.
- 1.4.2.2 Require, review and approve the SPCD by the contractor that indicates how it will comply with the CSPP and provides details that cannot be determined before contract award.
- 1.4.2.3 Convene a preconstruction meeting with the construction contractor, consultant, airport employees and, if appropriate, tenant sponsor and other tenants to review and discuss project safety before beginning construction activity. The appropriate FAA representatives should be invited to attend the meeting. See AC 150/5370-12, Quality Management for Federally Funded Airport Construction Projects. (Note "FAA" refers to the Airports Regional or District Office, the Air Traffic Organization, Flight Standards Service, and other offices that support airport operations, flight regulations, and construction/environmental policies.)
- 1.4.2.4 Ensure contact information is accurate for each representative/point of contact identified in the CSPP and SPCD.
- 1.4.2.5 Hold weekly or, if necessary, daily safety meetings with all affected parties to coordinate activities.
- 1.4.2.6 Notify users, ARFF personnel, and FAA ATO personnel of construction and conditions that may adversely affect the operational safety of the airport via Notices to Airmen (NOTAM) and other methods, as appropriate. Convene a meeting for review and discussion if necessary.
- 1.4.2.7 Ensure construction personnel know applicable airport procedures and changes to those procedures that may affect their work.
- 1.4.2.8 Ensure that all temporary construction signs are located per the scheduled list for each phase of the project.
- 1.4.2.9 Ensure construction contractors and subcontractors undergo training required by the CSPP and SPCD.
- 1.4.2.10 Ensure vehicle and pedestrian operations addressed in the CSPP and SPCD are coordinated with airport tenants, the airport traffic control tower (ATCT), and construction contractors.
- 1.4.2.11 At certificated airports, ensure each CSPP and SPCD is consistent with Part 139.

- 1.4.2.12 Conduct inspections sufficiently frequently to ensure construction contractors and tenants comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.
 - 1.4.2.13 Take immediate action to resolve safety deficiencies.
 - 1.4.2.14 At airports subject to 49 CFR Part 1542, *Airport Security*, ensure construction access complies with the security requirements of that regulation.
 - 1.4.2.15 Notify appropriate parties when conditions exist that invoke provisions of the CSPP and SPCD (for example, implementation of low-visibility operations).
 - 1.4.2.16 Ensure prompt submittal of a Notice of Proposed Construction or Alteration (Form 7460-1) for conducting an aeronautical study of potential obstructions such as tall equipment (cranes, concrete pumps, other), stock piles, and haul routes. A separate form may be filed for each potential obstruction, or one form may be filed describing the entire construction area and maximum equipment height. In the latter case, a separate form must be filed for any object beyond or higher than the originally evaluated area/height. The FAA encourages online submittal of forms for expediency at <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>. The appropriate FAA Airports Regional or District Office can provide assistance in determining which objects require an aeronautical study.
 - 1.4.2.17 Ensure prompt transmission of the Airport Sponsor Strategic Event Submission, FAA Form 6000-26, located at https://oeaaa.faa.gov/oeaaa/external/content/AIRPORT_SPONSOR_STRATEGIC_EVENT_SUBMISSION_FORM.pdf, to assure proper coordination for NAS Strategic Interruption per Service Level Agreement with ATO.
 - 1.4.2.18 Promptly notify the FAA Airports Regional or District Office of any proposed changes to the CSPP prior to implementation of the change. Changes to the CSPP require review and approval by the airport operator and the FAA. The FAA Airports Regional or District office will determine if further coordination within the FAA is needed. Coordinate with appropriate local and other federal government agencies, such as Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), Transportation Security Administration (TSA), and the state environmental agency.
- 1.4.3 Define Construction Contractor's Responsibilities.
- The contractor is responsible for complying with the CSPP and SPCD. The contractor must:

- 1.4.3.1 Submit a Safety Plan Compliance Document (SPCD) to the airport operator describing how it will comply with the requirements of the CSPP and supply any details that could not be determined before contract award. The SPCD must include a certification statement by the contractor, indicating an understanding of the operational safety requirements of the CSPP and the assertion of compliance with the approved CSPP and SPCD unless written approval is granted by the airport operator. Any construction practice proposed by the contractor that does not conform to the CSPP and SPCD may impact the airport's operational safety and will require a revision to the CSPP and SPCD and re-coordination with the airport operator and the FAA in advance.
- 1.4.3.2 Have available at all times copies of the CSPP and SPCD for reference by the airport operator and its representatives, and by subcontractors and contractor employees.
- 1.4.3.3 Ensure that construction personnel are familiar with safety procedures and regulations on the airport. Provide a point of contact who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport. Many projects will require 24-hour coverage.
- 1.4.3.4 Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site when active construction is taking place.
- 1.4.3.5 Conduct sufficient inspections to ensure construction personnel comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.
- 1.4.3.6 Restrict movement of construction vehicles and personnel to permitted construction areas by flagging, barricading, erecting temporary fencing, or providing escorts, as appropriate, and as specified in the CSPP and SPCD.
- 1.4.3.7 Ensure that no contractor employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations area (AOA) from the construction site unless authorized.
- 1.4.3.8 Ensure prompt submittal through the airport operator of Form 7460-1 for the purpose of conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, and other equipment), stock piles, and haul routes when different from cases previously filed by the airport operator. The FAA encourages online submittal of forms for expediency at <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>.

- 1.4.3.9 Ensure that all necessary safety mitigations are understood by all parties involved, and any special requirements of each construction phase will be fulfilled per the approved timeframe.
- 1.4.3.10 Participate in pre-construction meetings to review construction limits, safety mitigations, NOTAMs, and understand all special airport operational needs during each phase of the project.

1.4.4 Define Tenant's Responsibilities.

If planning construction activities on leased property, Airport tenants, such as airline operators, fixed base operators, and FAA ATO/Technical Operations sponsoring construction are strongly encouraged to:

1. Develop, or have a consultant develop, a project specific CSPP and submit it to the airport operator. The airport operator may forgo a complete CSPP submittal and instead incorporate appropriate operational safety principles and measures addressed in the advisory circular within their tenant lease agreements.
2. In coordination with its contractor, develop an SPCD and submit it to the airport operator for approval issued prior to issuance of a Notice to Proceed.
3. Ensure that construction personnel are familiar with safety procedures and regulations on the airport during all phases of the construction.
4. Provide a point of contact of who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport.
5. Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site when active construction is taking place.
6. Ensure that no tenant or contractor employees, employees of subcontractors or suppliers, or any other persons enter any part of the AOA from the construction site unless authorized.
7. Restrict movement of construction vehicles to construction areas by flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate, as specified in the CSPP and SPCD.
8. Ensure prompt submittal through the airport operator of Form 7460-1 for conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, other), stock piles, and haul routes. The FAA encourages online submittal of forms for expediency at <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>.
9. Participate in pre-construction meetings to review construction limits, safety mitigations, NOTAMs, and understand all special airport operational needs during each phase of the project.

CHAPTER 2. CONSTRUCTION SAFETY AND PHASING PLANS

2.1 Overview.

Aviation safety is the primary consideration at airports, especially during construction. The airport operator's CSPP and the contractor's Safety Plan Compliance Document (SPCD) are the primary tools to ensure safety compliance when coordinating construction activities with airport operations. These documents identify all aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures for each hazard. They must provide information necessary for the Airport Operations department to conduct airfield inspections and expeditiously identify and correct unsafe conditions during construction. All aviation safety provisions included within the project drawings, contract specifications, and other related documents must also be reflected in the CSPP and SPCD.

2.2 Assume Responsibility.

Operational safety on the airport remains the airport operator's responsibility at all times. The airport operator must develop, certify, and submit for FAA approval each CSPP. It is the airport operator's responsibility to apply the requirements of the FAA approved CSPP. The airport operator must revise the CSPP when conditions warrant changes and must submit the revised CSPP to the FAA for approval. The airport operator must also require and approve a SPCD from the project contractor.

2.3 Submit the CSPP.

Construction Safety and Phasing Plans should be developed concurrently with the project design. Milestone versions of the CSPP should be submitted for review and approval as follows. While these milestones are not mandatory, early submission will help to avoid delays. Submittals are preferred in 8.5 × 11 inch or 11 × 17 inch format for compatibility with the FAA's Obstruction Evaluation / Airport Airspace Analysis (OE / AAA) process.

2.3.1 Submit an Outline/Draft.

By the time approximately 25% to 30% of the project design is completed, the principal elements of the CSPP should be established. Airport operators are encouraged to submit an outline or draft, detailing all CSPP provisions developed to date, to the FAA for review at this stage of the project design.

2.3.2 Submit a CSPP.

The CSPP should be formally submitted for FAA approval when the project design is 80 percent to 90 percent complete. Since provisions in the CSPP will influence contract costs, it is important to obtain FAA approval in time to include all such provisions in the procurement contract.

2.3.3 Submit an SPCD.

The contractor should submit the SPCD to the airport operator for approval to be issued prior to the Notice to Proceed.

2.3.4 Submit CSPP Revisions.

All revisions to a previously approved CSPP must be re-submitted to the FAA for review and approval/disapproval action.

2.4 Meet CSPP Requirements.**2.4.1 To the extent possible, the CSPP should address the following as outlined in Chapter 3, Guidelines for Writing a CSPP. Details that cannot be determined at this stage are to be included in the SPCD.**

1. Coordination.
 - a. Contractor progress meetings.
 - b. Scope or schedule changes.
 - c. FAA ATO coordination.
2. Phasing.
 - a. Phase elements.
 - b. Construction safety drawings.
3. Areas and operations affected by the construction activity.
 - a. Identification of affected areas.
 - b. Mitigation of effects.
4. Protection of navigation aids (NAVAIDs).
5. Contractor access.
 - a. Location of stockpiled construction materials.
 - b. Vehicle and pedestrian operations.
6. Wildlife management.
 - a. Trash.
 - b. Standing water.
 - c. Tall grass and seeds.
 - d. Poorly maintained fencing and gates.
 - e. Disruption of existing wildlife habitat.
7. Foreign Object Debris (FOD) management.
8. Hazardous materials (HAZMAT) management.
9. Notification of construction activities.

- a. Maintenance of a list of responsible representatives/ points of contact.
 - b. NOTAM.
 - c. Emergency notification procedures.
 - d. Coordination with ARFF Personnel.
 - e. Notification to the FAA.
10. Inspection requirements.
- a. Daily (or more frequent) inspections.
 - b. Final inspections.
11. Underground utilities.
12. Penalties.
13. Special conditions.
14. Runway and taxiway visual aids. Marking, lighting, signs, and visual NAVAIDs.
- a. General.
 - b. Markings.
 - c. Lighting and visual NAVAIDs.
 - d. Signs, temporary, including orange construction signs, and permanent signs.
15. Marking and signs for access routes.
16. Hazard marking and lighting.
- a. Purpose.
 - b. Equipment.
17. Work zone lighting for nighttime construction (if applicable).
18. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces.
- a. Runway Safety Area (RSA).
 - b. Runway Object Free Area (ROFA).
 - c. Taxiway Safety Area (TSA). Provide details for any adjustments to Taxiway Safety Area width to allow continued operation of smaller aircraft. See paragraph 2.22.3.
 - d. Taxiway Object Free Area (TOFA). Provide details for any continued aircraft operations while construction occurs within the TOFA. See paragraph 2.22.4.
 - e. Obstacle Free Zone (OFZ).
 - f. Runway approach/departure surfaces.
19. Other limitations on construction.
- a. Prohibitions.

b. Restrictions.

2.4.2 The Safety Plan Compliance Document (SPCD) should include a general statement by the construction contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, "I, (Name of Contractor), have read the (Title of Project) CSPP, approved on (Date), and will abide by it as written and with the following additions as noted:"). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information is necessary for any specific subject, the statement, "No supplemental information," should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP:

1. Coordination. Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.
2. Phasing. Discuss proposed construction schedule elements, including:
 - a. Duration of each phase.
 - b. Daily start and finish of construction, including "night only" construction.
 - c. Duration of construction activities during:
 - i. Normal runway operations.
 - ii. Closed runway operations.
 - iii. Modified runway "Aircraft Reference Code" usage.
3. Areas and operations affected by the construction activity. These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.
4. Protection of NAVAIDs. Discuss specific methods proposed to protect operating NAVAIDs.
5. Contractor access. Provide the following:
 - a. Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).
 - b. Listing of individuals requiring driver training (for certificated airports and as requested).
 - c. Radio communications.
 - i. Types of radios and backup capabilities.
 - ii. Who will be monitoring radios.
 - iii. Who to contact if the ATCT cannot reach the contractor's designated person by radio.

- d. Details on how the contractor will escort material delivery vehicles.
- 6. Wildlife management. Discuss the following:
 - a. Methods and procedures to prevent wildlife attraction.
 - b. Wildlife reporting procedures.
- 7. Foreign Object Debris (FOD) management. Discuss equipment and methods for control of FOD, including construction debris and dust.
- 8. Hazardous Materials (HAZMAT) management. Discuss equipment and methods for responding to hazardous spills.
- 9. Notification of construction activities. Provide the following:
 - a. Contractor points of contact.
 - b. Contractor emergency contact.
 - c. Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.
 - d. Batch plant details, including 7460-1 submittal.
- 10. Inspection requirements. Discuss daily (or more frequent) inspections and special inspection procedures.
- 11. Underground utilities. Discuss proposed methods of identifying and protecting underground utilities.
- 12. Penalties. Penalties should be identified in the CSPP and should not require an entry in the SPCD.
- 13. Special conditions. Discuss proposed actions for each special condition identified in the CSPP.
- 14. Runway and taxiway visual aids. Including marking, lighting, signs, and visual NAVAIDs. Discuss proposed visual aids including the following:
 - a. Equipment and methods for covering signage and airfield lights.
 - b. Equipment and methods for temporary closure markings (paint, fabric, other).
 - c. Temporary orange construction signs.
 - d. Types of temporary Visual Guidance Slope Indicators (VGSI).
- 15. Marking and signs for access routes. Discuss proposed methods of demarcating access routes for vehicle drivers.
- 16. Hazard marking and lighting. Discuss proposed equipment and methods for identifying excavation areas.
- 17. Work zone lighting for nighttime construction (if applicable). Discuss proposed equipment, locations, aiming, and shielding to prevent interference with air traffic control and aircraft operations.

18. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:
 - a. Equipment and methods for maintaining Taxiway Safety Area standards.
 - b. Equipment and methods to ensure the safe passage of aircraft where Taxiway Safety Area or Taxiway Object Free Area standards cannot be maintained.
 - c. Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.
19. Other limitations on construction should be identified in the CSPP and should not require an entry in the SPCD.

2.5 Coordination.

Airport operators, or tenants responsible for design, bidding and conducting construction on their leased properties, should ensure at all project developmental stages, such as predesign, prebid, and preconstruction conferences, they capture the subject of airport operational safety during construction (see AC 150/5370-12, *Quality Management for Federally Funded Airport Construction Projects*). In addition, the following should be coordinated as required:

2.5.1 Progress Meetings.

Operational safety should be a standing agenda item for discussion during progress meetings throughout the project developmental stages.

2.5.2 Scope or Schedule Changes.

Changes in the scope or duration at any of the project stages may require revisions to the CSPP and review and approval by the airport operator and the FAA (see paragraph 1.4.2.17).

2.5.3 FAA ATO Coordination.

Early coordination with FAA ATO is highly recommended during the design phase and is required for scheduling Technical Operations shutdowns prior to construction. Coordination is critical to restarts of NAVAID services and to the establishment of any special procedures for the movement of aircraft. Formal agreements between the airport operator and appropriate FAA offices are recommended. All relocation or adjustments to NAVAIDs, or changes to final grades in critical areas, should be coordinated with FAA ATO and may require an FAA flight inspection prior to restarting the facility. Flight inspections must be coordinated and scheduled well in advance of the intended facility restart. Flight inspections may require a reimbursable agreement between the airport operator and FAA ATO. Reimbursable agreements should be coordinated a minimum of 12 months prior to the start of construction. (See paragraph 2.13.5.3.2 for required FAA notification regarding FAA-owned NAVAIDs.)

2.6 Phasing.

Once it has been determined what types and levels of airport operations will be maintained, the most efficient sequence of construction may not be feasible. In this case, the sequence of construction may be phased to gain maximum efficiency while allowing for the required operations. The development of the resulting construction phases should be coordinated with local Air Traffic personnel and airport users. The sequenced construction phases established in the CSPP must be incorporated into the project design and must be reflected in the contract drawings and specifications.

2.6.1 Phase Elements.

For each phase the CSPP should detail:

- Areas closed to aircraft operations.
- Duration of closures.
- Taxi routes and/or areas of reduced TSA and TOFA to reflect reduced ADG use.
- ARFF access routes.
- Construction staging, disposal, and cleanout areas.
- Construction access and haul routes.
- Impacts to NAVAIDs.
- Lighting, marking, and signing changes.
- Available runway length and/or reduced RSA and ROFA to reflect reduced ADG use.
- Declared distances (if applicable).
- Required hazard marking, lighting, and signing.
- Work zone lighting for nighttime construction (if applicable).
- Lead times for required notifications.

2.6.2 Construction Safety Drawings.

Drawings specifically indicating operational safety procedures and methods in affected areas (i.e., construction safety drawings) should be developed for each construction phase. Such drawings should be included in the CSPP as referenced attachments and should also be included in the contract drawing package.

2.7 Areas and Operations Affected by Construction Activity.

Runways and taxiways should remain in use by aircraft to the maximum extent possible without compromising safety. Pre-meetings with the FAA ATO will support operational simulations. See Appendix E for an example of a table showing temporary operations versus current operations. The tables in Appendix E can be useful for coordination among all interested parties, including FAA Lines of Business.

2.7.1 Identification of Affected Areas.

Identifying areas and operations affected by the construction helps to determine possible safety problems. The affected areas should be identified in the construction safety drawings for each construction phase. (See paragraph 2.6.2.) Of particular concern are:

2.7.1.1 **Closing, or Partial Closing, of Runways, Taxiways and Aprons, and Displaced Thresholds.**

When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing, landing, or takeoff in either direction on that pavement is prohibited. A displaced threshold, by contrast, is established to ensure obstacle clearance and adequate safety area for landing aircraft. The pavement prior to the displaced threshold is normally available for take-off in the direction of the displacement and for landing and takeoff in the opposite direction. Misunderstanding this difference, may result in issuance of an inaccurate NOTAM, and can lead to a hazardous condition.

2.7.1.1.1 Partially Closed Runways.

The temporarily closed portion of a partially closed runway will generally extend from the threshold to a taxiway that may be used for entering and exiting the runway. If the closed portion extends to a point between taxiways, pilots will have to back-taxi on the runway, which is an undesirable operation. See Figure 2-1 for a desirable configuration.

2.7.1.1.2 Displaced Thresholds.

Since the portion of the runway pavement between the permanent threshold and a standard displaced threshold is available for takeoff and for landing in the opposite direction, the temporary displaced threshold need not be located at an entrance/exit taxiway. See Figure 2-2.

2.7.1.2 Closing of aircraft rescue and fire fighting access routes.

2.7.1.3 Closing of access routes used by airport and airline support vehicles.

2.7.1.4 Interruption of utilities, including water supplies for fire fighting.

2.7.1.5 Approach/departure surfaces affected by heights of objects.

2.7.1.6 Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads.

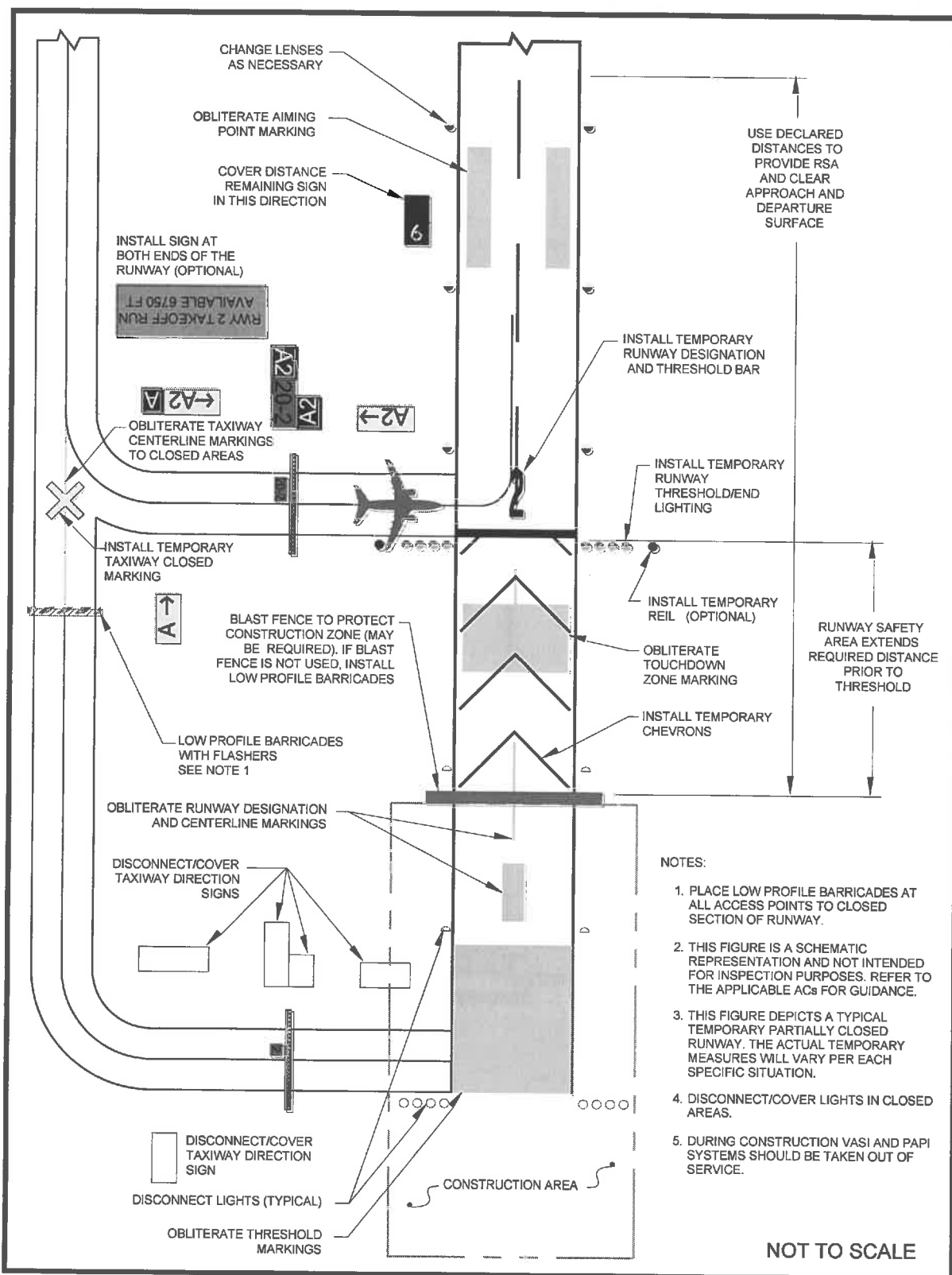
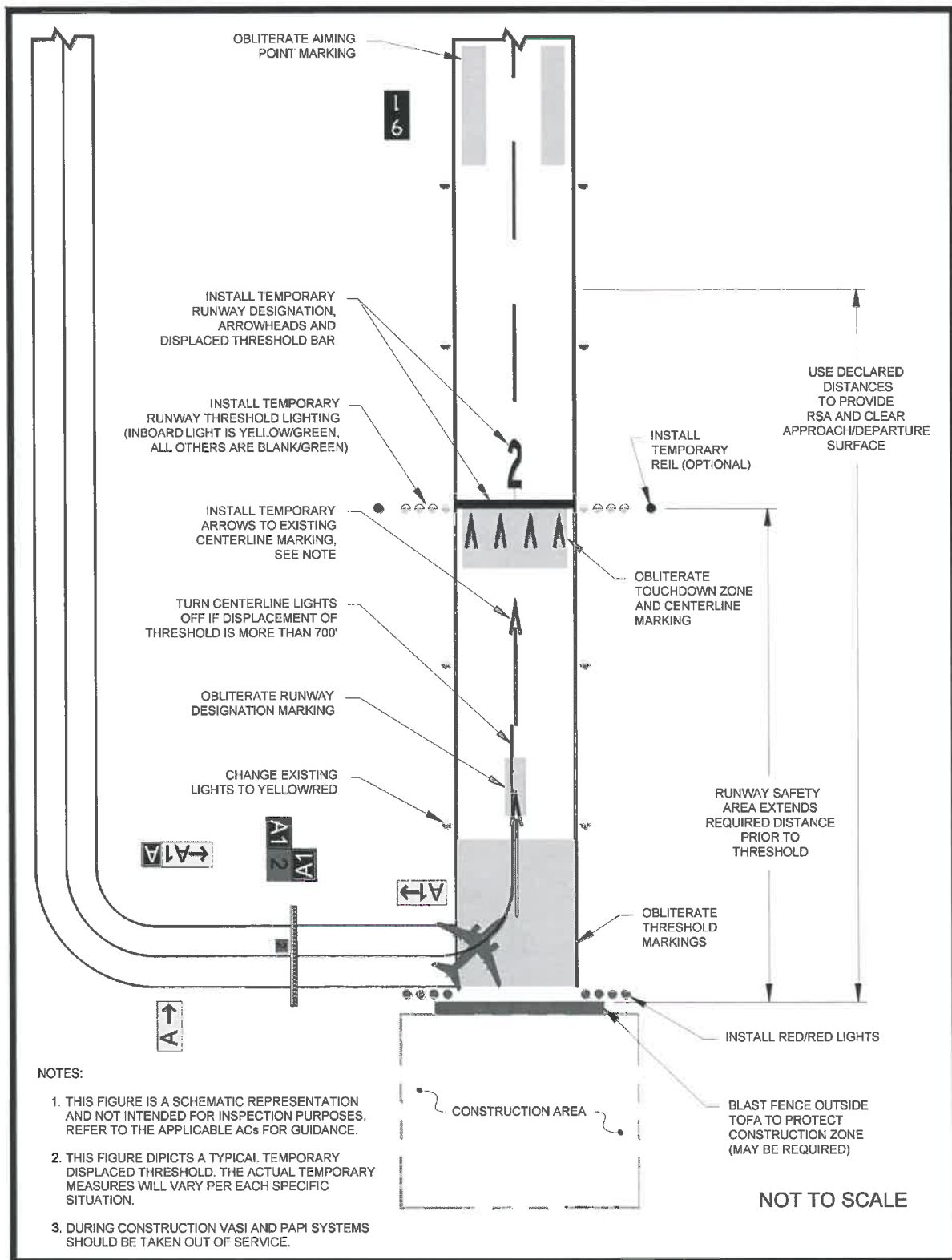
Figure 2-1. Temporary Partially Closed Runway

Figure 2-2. Temporary Displaced Threshold

Note: See paragraph 2.18.2.5.

2.7.2 Mitigation of Effects.

Establishment of specific procedures is necessary to maintain the safety and efficiency of airport operations. The CSPP must address:

- 2.7.2.1 Temporary changes to runway and/or taxi operations.
- 2.7.2.2 Detours for ARFF and other airport vehicles.
- 2.7.2.3 Maintenance of essential utilities.
- 2.7.2.4 Temporary changes to air traffic control procedures. Such changes must be coordinated with the ATO.

2.8 Navigation Aid (NAVAID) Protection.

Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, coordinate with the appropriate FAA ATO/Technical Operations office to evaluate the effect of construction activity and the required distance and direction from the NAVAID. (See paragraph 2.13.5.3.) Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDs require special consideration since they may interfere with signals essential to air navigation. If any NAVAID may be affected, the CSPP and SPCD must show an understanding of the “critical area” associated with each NAVAID and describe how it will be protected. Where applicable, the operational critical areas of NAVAIDs should be graphically delineated on the project drawings. Pay particular attention to stockpiling material, as well as to movement and parking of equipment that may interfere with line of sight from the ATCT or with electronic emissions. Interference from construction equipment and activities may require NAVAID shutdown or adjustment of instrument approach minimums for low visibility operations. This condition requires that a NOTAM be filed (see paragraph 2.13.2.). Construction activities and materials/equipment storage near a NAVAID must not obstruct access to the equipment and instruments for maintenance. Submittal of a 7460-1 form is required for construction vehicles operating near FAA NAVAIDs. (See paragraph 2.13.5.3.)

2.9 Contractor Access.

The CSPP must detail the areas to which the contractor must have access, and explain how contractor personnel will access those areas. Specifically address:

2.9.1 Location of Stockpiled Construction Materials.

Stockpiled materials and equipment storage are not permitted within the RSA and OFZ, and if possible should not be permitted within the Object Free Area (OFA) of an operational runway. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval. The airport operator must ensure that stockpiled materials and equipment adjacent to these areas are prominently marked and lighted during hours of restricted visibility or darkness. (See paragraph 2.18.2.) This includes determining and

verifying that materials are stabilized and stored at an approved location so as not to be a hazard to aircraft operations and to prevent attraction of wildlife and foreign object damage from blowing or tracked material. See paragraphs 2.10 and 2.11.

2.9.2 Vehicle and Pedestrian Operations.

The CSPP should include specific vehicle and pedestrian requirements. Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the AOA. The airport operator should coordinate requirements for vehicle operations with airport tenants, contractors, and the FAA air traffic manager. In regard to vehicle and pedestrian operations, the CSPP should include the following, with associated training requirements:

2.9.2.1 **Construction Site Parking.**

Designate in advance vehicle parking areas for contractor employees to prevent any unauthorized entry of persons or vehicles onto the AOA. These areas should provide reasonable contractor employee access to the job site.

2.9.2.2 **Construction Equipment Parking.**

Contractor employees must park and service all construction vehicles in an area designated by the airport operator outside the OFZ and never in the safety area of an active runway or taxiway. Unless a complex setup procedure makes movement of specialized equipment infeasible, inactive equipment must not be parked on a closed taxiway or runway. If it is necessary to leave specialized equipment on a closed taxiway or runway at night, the equipment must be well lighted. Employees should also park construction vehicles outside the OFA when not in use by construction personnel (for example, overnight, on weekends, or during other periods when construction is not active). Parking areas must not obstruct the clear line of sight by the ATCT to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigation aids. The FAA must also study those areas to determine effects on airport design criteria, surfaces established by 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace (Part 77), and on NAVAIDs and Instrument Approach Procedures (IAP). See paragraph 2.13.1 for further information.

2.9.2.3 **Access and Haul Roads.**

Determine the construction contractor's access to the construction sites and haul roads. Do not permit the construction contractor to use any access or haul roads other than those approved. Access routes used by contractor vehicles must be clearly marked to prevent inadvertent entry to areas open to airport operations. Pay special attention to ensure that if construction traffic is to share or cross any ARFF routes that ARFF right of way is not impeded at any time, and that construction traffic on haul

roads does not interfere with NAVAIDs or approach surfaces of operational runways. Address whether access gates will be blocked or inoperative or if a rally point will be blocked or inaccessible.

2.9.2.4 Marking and lighting of vehicles in accordance with AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport.*

2.9.2.5 Description of proper vehicle operations on various areas under normal, lost communications, and emergency conditions.

2.9.2.6 Required escorts.

2.9.2.7 **Training Requirements for Vehicle Drivers to Ensure Compliance with the Airport Operator's Vehicle Rules and Regulations.**

Specific training should be provided to vehicle operators, including those providing escorts. See AC 150/5210-20, *Ground Vehicle Operations on Airports*, for information on training and records maintenance requirements.

2.9.2.8 **Situational Awareness.**

Vehicle drivers must confirm by personal observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, or any other area open to airport operations. In addition, it is the responsibility of the escort vehicle driver to verify the movement/position of all escorted vehicles at any given time. At non-towered airports, all aircraft movements and flight operations rely on aircraft operators to self-report their positions and intentions. However, there is no requirement for an aircraft to have radio communications. Because aircraft do not always broadcast their positions or intentions, visual checking, radio monitoring, and situational awareness of the surroundings is critical to safety.

2.9.2.9 **Two-Way Radio Communication Procedures.**

2.9.2.9.1 General.

The airport operator must ensure that tenant and construction contractor personnel engaged in activities involving unescorted operation on aircraft movement areas observe the proper procedures for communications, including using appropriate radio frequencies at airports with and without ATCT. When operating vehicles on or near open runways or taxiways, construction personnel must understand the critical importance of maintaining radio contact, as directed by the airport operator, with:

1. Airport operations
2. ATCT

3. Common Traffic Advisory Frequency (CTAF), which may include UNICOM, MULTICOM.
4. Automatic Terminal Information Service (ATIS). This frequency is useful for monitoring conditions on the airport. Local air traffic will broadcast information regarding construction related runway closures and “shortened” runways on the ATIS frequency.

2.9.2.9.2 Areas Requiring Two-Way Radio Communication with the ATCT.

Vehicular traffic crossing active movement areas must be controlled either by two-way radio with the ATCT, escort, flagman, signal light, or other means appropriate for the particular airport.

2.9.2.9.3 Frequencies to be Used.

The airport operator will specify the frequencies to be used by the contractor, which may include the CTAF for monitoring of aircraft operations. Frequencies may also be assigned by the airport operator for other communications, including any radio frequency in compliance with Federal Communications Commission requirements. At airports with an ATCT, the airport operator will specify the frequency assigned by the ATCT to be used between contractor vehicles and the ATCT.

2.9.2.9.4 Proper radio usage, including read back requirements.

2.9.2.9.5 Proper phraseology, including the International Phonetic Alphabet.

2.9.2.9.6 Light Gun Signals.

Even though radio communication is maintained, escort vehicle drivers must also familiarize themselves with ATCT light gun signals in the event of radio failure. See the FAA safety placard “Ground Vehicle Guide to Airport Signs and Markings.” This safety placard may be downloaded through the Runway Safety Program Web site at http://www.faa.gov/airports/runway_safety/publications/ (see “Signs & Markings Vehicle Dashboard Sticker”) or obtained from the FAA Airports Regional Office.

2.9.2.10 **Maintenance of the secured area of the airport, including:**

2.9.2.10.1 Fencing and Gates.

Airport operators and contractors must take care to maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates should be equipped so they can be securely closed and locked to prevent access by animals and unauthorized people. Procedures should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit “piggybacking” behind another person or vehicle. The Department of Transportation (DOT) document DOT/FAA/AR-

00/52, *Recommended Security Guidelines for Airport Planning and Construction*, provides more specific information on fencing. A copy of this document can be obtained from the Airport Consultants Council, Airports Council International, or American Association of Airport Executives.

2.9.2.10.2 Badging Requirements.

Airports subject to 49 CFR Part 1542, *Airport Security*, must meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel.

2.10 **Wildlife Management.**

The CSPP and SPCD must be in accordance with the airport operator's wildlife hazard management plan, if applicable. See AC 150/5200-33, *Hazardous Wildlife Attractants On or Near Airports*, and CertAlert 98-05, *Grasses Attractive to Hazardous Wildlife*. Construction contractors must carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports, such as:

2.10.1 Trash.

Food scraps must be collected from construction personnel activity.

2.10.2 Standing Water.

2.10.3 Tall Grass and Seeds.

Requirements for turf establishment can be at odds with requirements for wildlife control. Grass seed is attractive to birds. Lower quality seed mixtures can contain seeds of plants (such as clover) that attract larger wildlife. Seeding should comply with the guidance in AC 150/5370-10, *Standards for Specifying Construction of Airports*, Item T-901, Seeding. Contact the local office of the United States Department of Agriculture Soil Conservation Service or the State University Agricultural Extension Service (County Agent or equivalent) for assistance and recommendations. These agencies can also provide liming and fertilizer recommendations.

2.10.4 Poorly Maintained Fencing and Gates.

See paragraph 2.9.2.10.1.

2.10.5 Disruption of Existing Wildlife Habitat.

While this will frequently be unavoidable due to the nature of the project, the CSPP should specify under what circumstances (location, wildlife type) contractor personnel should immediately notify the airport operator of wildlife sightings.

2.11 Foreign Object Debris (FOD) Management.

Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. Construction contractors must not leave or place FOD on or near active aircraft movement areas. Materials capable of creating FOD must be continuously removed during the construction project. Fencing (other than security fencing) or covers may be necessary to contain material that can be carried by wind into areas where aircraft operate. See AC 150/5210-24, *Foreign Object Debris (FOD) Management*.

2.12 Hazardous Materials (HAZMAT) Management.

Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean-up spills resulting from fuel or hydraulic fluid leaks. Transport and handling of other hazardous materials on an airport also requires special procedures. See AC 150/5320-15, *Management of Airport Industrial Waste*.

2.13 Notification of Construction Activities.

The CSPP and SPCD must detail procedures for the immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of the airport. It must address the notification actions described below, as applicable.

2.13.1 List of Responsible Representatives/points of contact for all involved parties, and procedures for contacting each of them, including after hours.**2.13.2 NOTAMs.**

Only the airport operator may initiate or cancel NOTAMs on airport conditions, and is the only entity that can close or open a runway. The airport operator must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center), and must either enter the NOTAM into NOTAM Manager, or provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The airport operator must file and maintain a list of authorized representatives with the FSS. Refer to AC 150/5200-28, *Notices to Airmen (NOTAMs) for Airport Operators*, for a sample NOTAM form. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operation of FAA owned facilities. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the airport operator. See paragraph 2.7.1.1 about issuing NOTAMs for partially closed runways versus runways with displaced thresholds.

2.13.3 Emergency notification procedures for medical, fire fighting, and police response.

2.13.4 Coordination with ARFF.

The CSPP must detail procedures for coordinating through the airport sponsor with ARFF personnel, mutual aid providers, and other emergency services if construction requires:

1. The deactivation and subsequent reactivation of water lines or fire hydrants, or
2. The rerouting, blocking and restoration of emergency access routes, or
3. The use of hazardous materials on the airfield.

2.13.5 Notification to the FAA.

2.13.5.1 **Part 77.**

Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e., cranes, graders, other equipment) on airports. FAA Form 7460-1, *Notice of Proposed Construction or Alteration*, can be used for this purpose and submitted to the appropriate FAA Airports Regional or District Office. See Appendix A to download the form. Further guidance is available on the FAA web site at oeaaa.faa.gov.

2.13.5.2 **Part 157.**

With some exceptions, Title 14 CFR Part 157, *Notice of Construction, Alteration, Activation, and Deactivation of Airports*, requires that the airport operator notify the FAA in writing whenever a non-Federally funded project involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. Notification involves submitting FAA Form 7480-1, *Notice of Landing Area Proposal*, to the nearest FAA Airports Regional or District Office. See Appendix A to download the form.

2.13.5.3 **NAVAIDs.**

For emergency (short-notice) notification about impacts to both airport owned and FAA owned NAVAIDs, contact: 866-432-2622.

2.13.5.3.1 Airport Owned/FAA Maintained.

If construction operations require a shutdown of 24 hours or greater in duration, or more than 4 hours daily on consecutive days, of a NAVAID owned by the airport but maintained by the FAA, provide a 45-day minimum notice to FAA ATO/Technical Operations prior to facility shutdown, using Strategic Event Coordination (SEC) Form 6000.26 contained within FAA Order 6000.15, *General Maintenance Handbook for National Airspace System (NAS) Facilities*.

2.13.5.3.2 FAA Owned.

1. The airport operator must notify the appropriate FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes impacts to NAVAIDs, using SEC Form 6000.26.
2. Coordinate work for an FAA owned NAVAID shutdown with the local FAA ATO/Technical Operations office, including any necessary reimbursable agreements and flight checks. Detail procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDs. Refer to active Service Level Agreement with ATO for specifics.

2.14 **Inspection Requirements.**

2.14.1 Daily Inspections.

Inspections should be conducted at least daily, but more frequently if necessary to ensure conformance with the CSPP. A sample checklist is provided in Appendix D, Construction Project Daily Safety Inspection Checklist. See also AC 150/5200-18, Airport Safety Self-Inspection. Airport operators holding a Part 139 certificate are required to conduct self-inspections during unusual conditions, such as construction activities, that may affect safe air carrier operations.

2.14.2 Interim Inspections.

Inspections should be conducted of all areas to be (re)opened to aircraft traffic to ensure the proper operation of lights and signs, for correct markings, and absence of FOD. The contractor should conduct an inspection of the work area with airport operations personnel. The contractor should ensure that all construction materials have been secured, all pavement surfaces have been swept clean, all transition ramps have been properly constructed, and that surfaces have been appropriately marked for aircraft to operate safely. Only if all items on the list meet with the airport operator's approval should the air traffic control tower be notified to open the area to aircraft operations. The contractor should be required to retain a suitable workforce and the necessary equipment at the work area for any last minute cleanup that may be requested by the airport operator prior to opening the area.

2.14.3 Final Inspections.

New runways and extended runway closures may require safety inspections at certificated airports prior to allowing air carrier service. Coordinate with the FAA Airport Certification Safety Inspector (ACSI) to determine if a final inspection will be necessary.

2.15 Underground Utilities.

The CSPP and/or SPCD must include procedures for locating and protecting existing underground utilities, cables, wires, pipelines, and other underground facilities in excavation areas. This may involve coordinating with public utilities and FAA ATO/Technical Operations. Note that “One Call” or “Miss Utility” services do not include FAA ATO/Technical Operations.

2.16 Penalties.

The CSPP should detail penalty provisions for noncompliance with airport rules and regulations and the safety plans (for example, if a vehicle is involved in a runway incursion). Such penalties typically include rescission of driving privileges or access to the AOA.

2.17 Special Conditions.

The CSPP must detail any special conditions that affect the operation of the airport and will require the activation of any special procedures (for example, low-visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, Vehicle / Pedestrian Deviation (VPD) and other activities requiring construction suspension/resumption).

2.18 Runway and Taxiway Visual Aids.

This includes marking, lighting, signs, and visual NAVAIDs. The CSPP must ensure that areas where aircraft will be operating are clearly and visibly separated from construction areas, including closed runways. Throughout the duration of the construction project, verify that these areas remain clearly marked and visible at all times and that marking, lighting, signs, and visual NAVAIDs that are to continue to perform their functions during construction remain in place and operational. Visual NAVAIDs that are not serving their intended function during construction must be temporarily disabled, covered, or modified as necessary. The CSPP must address the following, as appropriate:

2.18.1 General.

Airport markings, lighting, signs, and visual NAVAIDs must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, and other wind currents and constructed of materials that will minimize damage to an aircraft in the event of inadvertent contact. Items used to secure such markings must be of a color similar to the marking.

2.18.2 Markings.

During the course of construction projects, temporary pavement markings are often required to allow for aircraft operations during or between work periods. During the design phase of the project, the designer should coordinate with the project manager,

airport operations, airport users, the FAA Airports project manager, and Airport Certification Safety Inspector for Part 139 airports to determine minimum temporary markings. The FAA Airports project manager will, wherever a runway is closed, coordinate with the appropriate FAA Flight Standards Office and disseminate findings to all parties. Where possible, the temporary markings on finish grade pavements should be placed to mirror the dimensions of the final markings. Markings must be in compliance with the standards of AC 150/5340-1, *Standards for Airport Markings*, except as noted herein. Runways and runway exit taxiways closed to aircraft operations are marked with a yellow X. The preferred visual aid to depict temporary runway closure is the lighted X signal placed on or near the runway designation numbers. (See paragraph 2.18.2.1.2.)

2.18.2.1 Closed Runways and Taxiways.

2.18.2.1.1 Permanently Closed Runways.

For runways, obliterate the threshold marking, runway designation marking, and touchdown zone markings, and place an X at each end and at 1,000-foot (300 m) intervals. For a multiple runway environment, if the lighted X on a designated number will be located in the RSA of an adjacent active runway, locate the lighted X farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow X.

2.18.2.1.2 Temporarily Closed Runways.

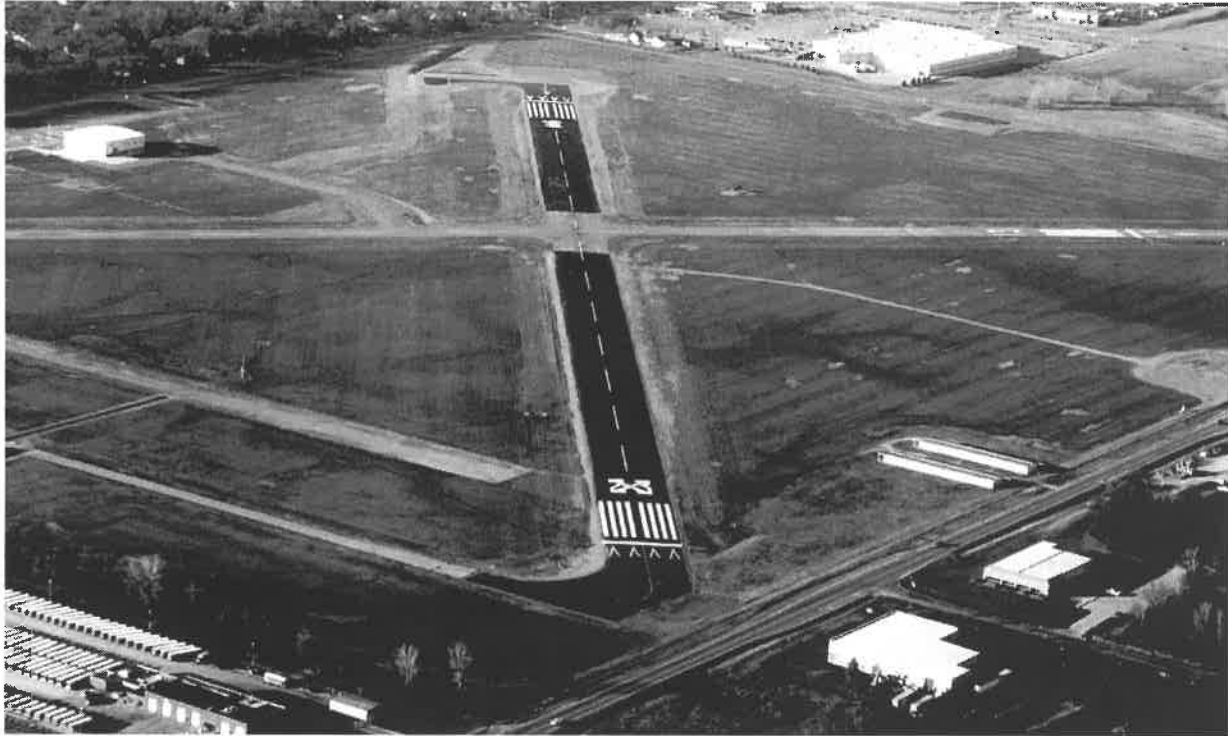
For runways that have been temporarily closed, place an X at each end of the runway directly on or as near as practicable to the runway designation numbers. For a multiple runway environment, if the lighted X on a designated number will be located in the RSA of an adjacent active runway, locate the lighted X farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow X. See Figure 2-3. See also paragraph 2.18.3.3.

2.18.2.1.3 Partially Closed Runways and Displaced Thresholds.

When threshold markings are needed to identify the temporary beginning of the runway that is available for landing, the markings must comply with AC 150/5340-1. An X is not used on a partially closed runway or a runway with a displaced threshold. See paragraph 2.7.1.1 for the difference between partially closed runways and runways with displaced thresholds. Because of the temporary nature of threshold displacement due to construction, it is not necessary to re-adjust the existing runway centerline markings to meet standard spacing for a runway with a visual approach. Some of the requirements below may be waived in the cases of low-activity airports and/or short duration changes that are measured in days rather than weeks. Consider whether the presence of an airport traffic

control tower allows for the development of special procedures. Contact the appropriate FAA Airports Regional or District Office for assistance.

Figure 2-3. Markings for a Temporarily Closed Runway

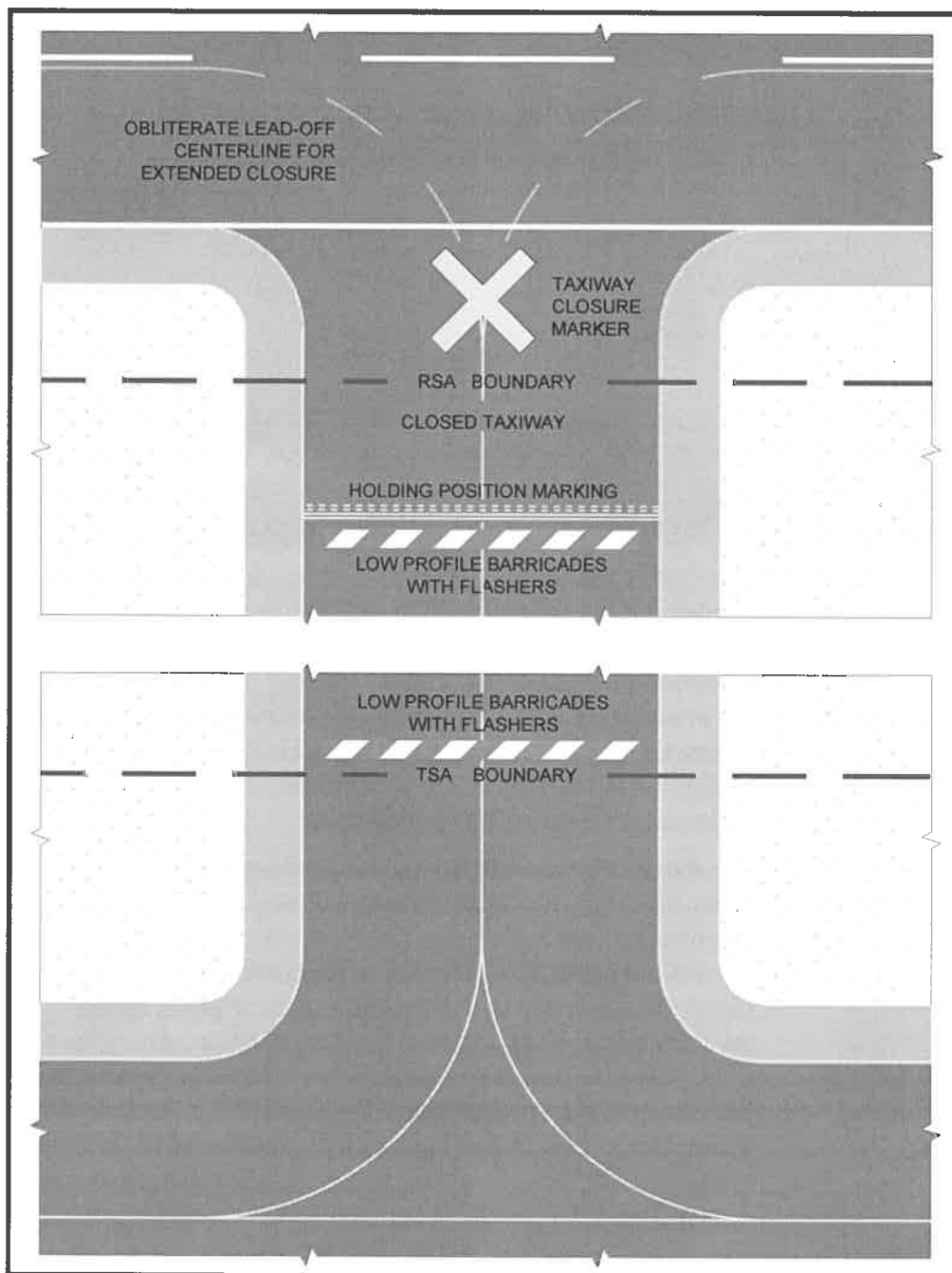


1. **Partially Closed Runways.** Pavement markings for temporary closed portions of the runway consist of a runway threshold bar, runway designation, and yellow chevrons to identify pavement areas that are unsuitable for takeoff or landing (see [AC 150/5340-1](#)). Obliterate or cover markings prior to the moved threshold. Existing touchdown zone markings beyond the moved threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See [Figure 2-4](#).
2. **Displaced Thresholds.** Pavement markings for a displaced threshold consist of a runway threshold bar, runway designation, and white arrowheads with and without arrow shafts. These markings are required to identify the portion of the runway before the displaced threshold to provide centerline guidance for pilots during approaches, takeoffs, and landing rollouts from the opposite direction. See [AC 150/5340-1](#). Obliterate markings prior to the displaced threshold. Existing touchdown zone markings beyond the displaced threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See [Figure 2-2](#).

2.18.2.1.4 Taxiways.

1. **Permanently Closed Taxiways.** AC 150/5300-13 Airport Design, notes that it is preferable to remove the pavement, but for pavement that is to remain, place an X at the entrance to both ends of the closed section. Obliterate taxiway centerline markings, including runway leadoff lines, leading to the closed taxiway. See Figure 2-4.

Figure 2-4. Temporary Taxiway Closure



2. **Temporarily Closed Taxiways.** Place barricades outside the safety area of intersecting taxiways. For runway/taxiway intersections, place an X at the entrance to the closed taxiway from the runway. If the taxiway will be closed for an extended period, obliterate taxiway centerline markings, including runway leadoff lines and taxiway to taxiway turns, leading to the closed section. Always obliterate runway lead-off lines for high speed exits, regardless of the duration of the closure. If the centerline markings will be reused upon reopening the taxiway, it is preferable to paint over the marking. This will result in less damage to the pavement when the upper layer of paint is ultimately removed. See Figure 2-4.

2.18.2.1.5 Temporarily Closed Airport.

When the airport is closed temporarily, mark all the runways as closed.

- 2.18.2.2 If unable to paint temporary markings on the pavement, construct them from any of the following materials: fabric, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and appropriately secured to prevent movement by prop wash, jet blast, or other wind currents. Items used to secure such markings must be of a color similar to the marking.

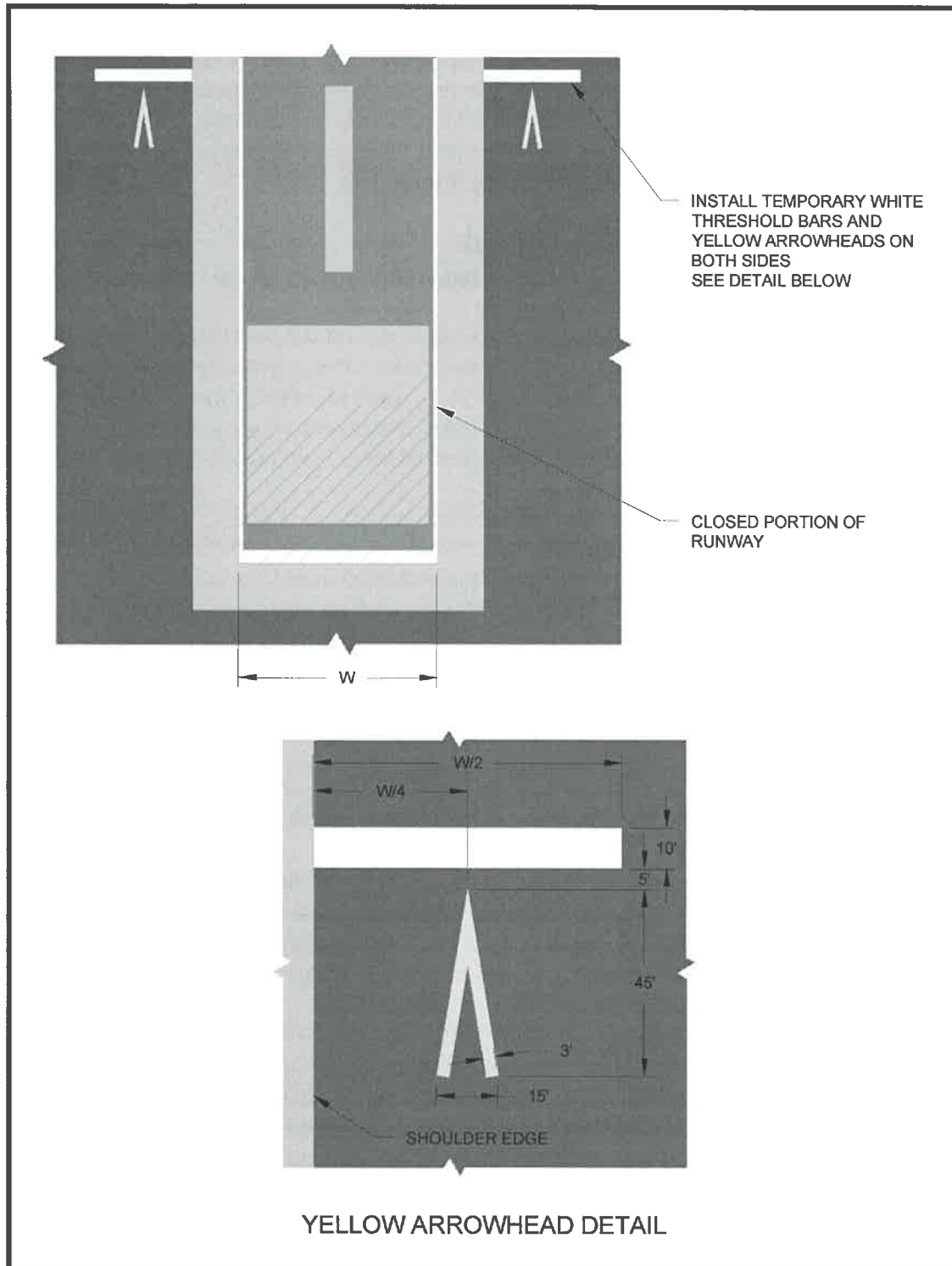
- 2.18.2.3 It may be necessary to remove or cover runway markings, including but not limited to, runway designation markings, threshold markings, centerline markings, edge stripes, touchdown zone markings and aiming point markings, depending on the length of construction and type of activity at the airport. When removing runway markings, apply the same treatment to areas between stripes or numbers, as the cleaned area will appear to pilots as a marking in the shape of the treated area.

- 2.18.2.4 If it is not possible to install threshold bars, chevrons, and arrows on the pavement, “temporary outboard white threshold bars and yellow arrowheads”, see Figure 2-5, may be used. Locate them outside of the runway pavement surface on both sides of the runway. The dimensions must be as shown in Figure 2-5. If the markings are not discernible on grass or snow, apply a black background with appropriate material over the ground to ensure they are clearly visible.

- 2.18.2.5 The application rate of paint to mark a short-term temporary runway and taxiway markings may deviate from the standard (see Item P-620, “Runway and Taxiway Painting,” in AC 150/5370-10), but the dimensions must meet the existing standards. When applying temporary markings at night, it is recommended that the fast curing, Type II paint be used to help offset the higher humidity and cooler temperatures often experienced at night. Diluting the paint will substantially increase cure time and is not recommended. Glass beads are not recommended for temporary markings. Striated markings may also be used for certain temporary markings. AC

150/5340-1, *Standards for Airport Markings*, has additional guidance on temporary markings.

Figure 2-5. Temporary Outboard White Threshold Bars and Yellow Arrowheads



2.18.3 Lighting and Visual NAVAIDs.

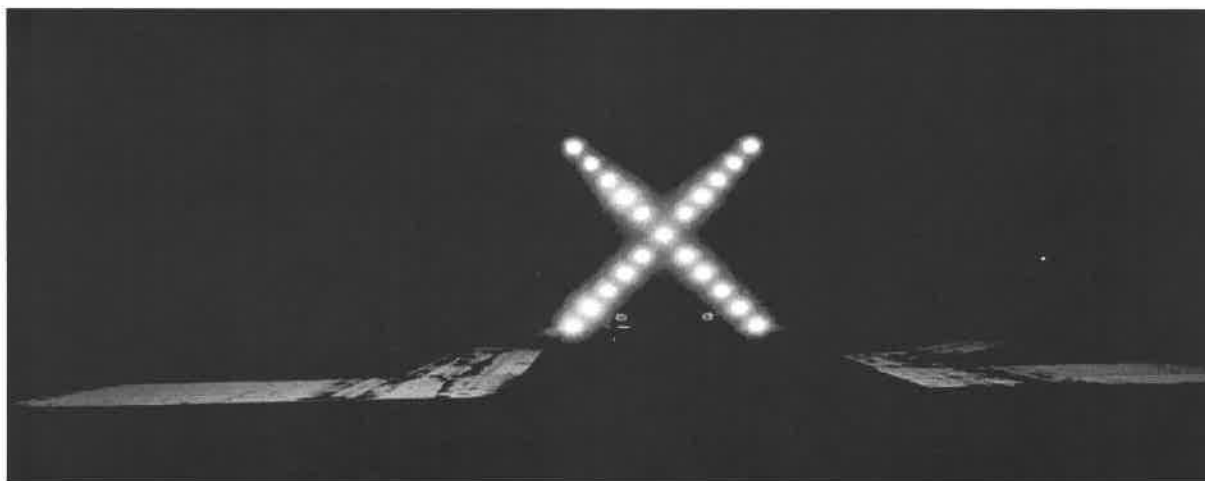
This paragraph refers to standard runway and taxiway lighting systems. See below for hazard lighting. Lighting installation must be in conformance with AC 150/5340-30, *Design and Installation Details for Airport Visual Aids*, and fixture design in conformance with AC 150/5345-50, *Specification for Portable Runway and Taxiway Lights*. When disconnecting runway and taxiway lighting fixtures, disconnect the associated isolation transformers. See AC 150/5340-26, *Maintenance of Airport Visual Aid Facilities*, for disconnect procedures and safety precautions. Alternately, cover the light fixture in such a way as to prevent light leakage. Avoid removing the lamp from energized fixtures because an excessive number of isolation transformers with open secondaries may damage the regulators and/or increase the current above its normal value. Secure, identify, and place any above ground temporary wiring in conduit to prevent electrocution and fire ignition sources. Maintain mandatory hold signs to operate normally in any situation where pilots or vehicle drivers could mistakenly be in that location. At towered airports certificated under Part 139, holding position signs are required to be illuminated on open taxiways crossing to closed or inactive runways. If the holding position sign is installed on the runway circuit for the closed runway, install a jumper to the taxiway circuit to provide power to the holding position sign for nighttime operations. Where it is not possible to maintain power to signs that would normally be operational, install barricades to exclude aircraft. Figure 2-1, Figure 2-2, Figure 2-3, and Figure 2-4 illustrate temporary changes to lighting and visual NAVAIDs.

2.18.3.1 **Permanently Closed Runways and Taxiways.**

For runways and taxiways that have been permanently closed, disconnect the lighting circuits.

2.18.3.2 **Temporarily Closed Runways and New Runways Not Yet Open to Air Traffic.**

If available, use a lighted X, both at night and during the day, placed at each end of the runway on or near the runway designation numbers facing the approach. (Note that the lighted X must be illuminated at all times that it is on a runway.) The use of a lighted X is required if night work requires runway lighting to be on. See AC 150/5345-55, *Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure*. For runways that have been temporarily closed, but for an extended period, and for those with pilot controlled lighting, disconnect the lighting circuits or secure switches to prevent inadvertent activation. For runways that will be opened periodically, coordinate procedures with the FAA air traffic manager or, at airports without an ATCT, the airport operator. Activate stop bars if available. Figure 2-6 shows a lighted X by day. Figure 2-7 shows a lighted X at night.

Figure 2-6. Lighted X in Daytime**Figure 2-7. Lighted X at Night**

2.18.3.3 **Partially Closed Runways and Displaced Thresholds.**

When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing and landing or taking off in either direction. A displaced threshold, by contrast, is put in place to ensure obstacle clearance by landing aircraft. The pavement prior to the displaced threshold is available for takeoff in the direction of the displacement, and for landing and takeoff in the opposite direction. Misunderstanding this difference and issuance of a subsequently inaccurate NOTAM can result in a hazardous situation. For both partially

closed runways and displaced thresholds, approach lighting systems at the affected end must be placed out of service.

2.18.3.3.1 Partially Closed Runways.

Disconnect edge and threshold lights on that part of the runway at and behind the threshold (that is, the portion of the runway that is closed). Alternately, cover the light fixtures in such a way as to prevent light leakage. See Figure 2-1.

2.18.3.3.2 Temporary Displaced Thresholds.

Edge lighting in the area of the displacement emits red light in the direction of approach and yellow light (white for visual runways) in the opposite direction. If the displacement is 700 feet or less, blank out centerline lights in the direction of approach or place the centerline lights out of service. If the displacement is over 700 feet, place the centerline lights out of service. See AC 150/5340-30 for details on lighting displaced thresholds. See Figure 2-2.

2.18.3.3.3 Temporary runway thresholds and runway ends must be lighted if the runway is lighted and it is the intended threshold for night landings or instrument meteorological conditions.

2.18.3.3.4 A temporary threshold on an unlighted runway may be marked by retroreflective, elevated markers in addition to markings noted in paragraph 2.18.2.1.3. Markers seen by aircraft on approach are green. Markers at the rollout end of the runway are red. At certificated airports, temporary elevated threshold markers must be mounted with a frangible fitting (see 14 CFR Part 139.309). At non-certificated airports, the temporary elevated threshold markings may either be mounted with a frangible fitting or be flexible. See AC 150/5345-39, *Specification for L-853, Runway and Taxiway Retroreflective Markers*.

2.18.3.3.5 Temporary threshold lights and runway end lights and related visual NAVAIDs are installed outboard of the edges of the full-strength pavement only when they cannot be installed on the pavement. They are installed with bases at grade level or as low as possible, but not more than 3 inch (7.6 cm) above ground. (The standard above ground height for airport lighting fixtures is 14 inches (35 cm)). When any portion of a base is above grade, place properly compacted fill around the base to minimize the rate of gradient change so aircraft can, in an emergency, cross at normal landing or takeoff speeds without incurring significant damage. See AC 150/5370-10.

2.18.3.3.6 Maintain threshold and edge lighting color and spacing standards as described in AC 150/5340-30. Battery powered, solar, or portable lights that meet the criteria in AC 150/5345-50 may be used. These systems are intended primarily for visual flight rules (VFR) aircraft operations but may

be used for instrument flight rules (IFR) aircraft operations, upon individual approval from the Flight Standards Division of the applicable FAA Regional Office.

- 2.18.3.3.7 When runway thresholds are temporarily displaced, reconfigure yellow lenses (caution zone), as necessary, and place the centerline lights out of service.
- 2.18.3.3.8 Relocate the Visual Glide Slope Indicator (VGSI), such as Visual Approach Slope Indicator (VASI) and Precision Approach Path Indicator (PAPI); other airport lights, such as Runway End Identifier Lights (REIL); and approach lights to identify the temporary threshold. Another option is to disable the VGSI or any equipment that would give misleading indications to pilots as to the new threshold location. Installation of temporary visual aids may be necessary to provide adequate guidance to pilots on approach to the affected runway. If the FAA owns and operates the VGSI, coordinate its installation or disabling with the local ATO/Technical Operations Office. Relocation of such visual aids will depend on the duration of the project and the benefits gained from the relocation, as this can result in great expense. See FAA JO 6850.2, *Visual Guidance Lighting Systems*, for installation criteria for FAA owned and operated NAVAIDs.
- 2.18.3.3.9 Issue a NOTAM to inform pilots of temporary lighting conditions.
- 2.18.3.4 **Temporarily Closed Taxiways.**

If possible, deactivate the taxiway lighting circuits. When deactivation is not possible (for example other taxiways on the same circuit are to remain open), cover the light fixture in a way as to prevent light leakage.
- 2.18.4 **Signs.**

To the extent possible, signs must be in conformance with AC 150/5345-44, *Specification for Runway and Taxiway Signs*, and AC 150/5340-18, *Standard for Airport Sign Systems*.

 - 2.18.4.1 **Existing Signs.**

Runway exit signs are to be covered for closed runway exits. Outbound destination signs are to be covered for closed runways. Any time a sign does not serve its normal function or would provide conflicting information, it must be covered or removed to prevent misdirecting pilots. Note that information signs identifying a crossing taxiway continue to perform their normal function even if the crossing taxiway is closed. For long term construction projects, consider relocating signs, especially runway distance remaining signs.

2.18.4.2 Temporary Signs.

Orange construction signs comprise a message in black on an orange background. Orange construction signs may help pilots be aware of changed conditions. The airport operator may choose to introduce these signs as part of a movement area construction project to increase situational awareness when needed. Locate signs outside the taxiway safety limits and ahead of construction areas so pilots can take timely action. Use temporary signs judiciously, striking a balance between the need for information and the increase in pilot workload. When there is a concern of pilot “information overload,” the applicability of mandatory hold signs must take precedence over orange construction signs recommended during construction. Temporary signs must meet the standards for such signs in Engineering Brief 93, *Guidance for the Assembly and Installation of Temporary Orange Construction Signs*. Many criteria in AC 150/5345-44, *Specification for Runway and Taxiway Signs*, are referenced in the Engineering Brief. Permissible sign legends are:

1. CONSTRUCTION AHEAD,
2. CONSTRUCTION ON RAMP, and
3. RWY XX TAKEOFF RUN AVAILABLE XXX FT.

Phasing, supported by drawings and sign schedule, for the installation of orange construction signs must be included in the CSPP or SPCD.

2.18.4.2.1 Takeoff Run Available (TORA) signs.

Recommended: Where a runway has been shortened for takeoff, install orange TORA signs well before the hold lines, such as on a parallel taxiway prior to a turn to a runway hold position. See EB 93 for sign size and location.

2.18.4.2.2 Sign legends are shown in Figure F-1.

Note: See Figure E-1, Figure E-2, Figure E-3, Figure F-2, and Figure F-3 for examples of orange construction sign locations.

2.19 Marking and Signs for Access Routes.

The CSPP should indicate that pavement markings and signs for construction personnel will conform to AC 150/5340-18 and, to the extent practicable, with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or State highway specifications. Signs adjacent to areas used by aircraft must comply with the frangibility requirements of AC 150/5220-23, *Frangible Connections*, which may require modification to size and height guidance in the MUTCD.

2.20 **Hazard Marking, Lighting and Signing.**

2.20.1 Hazard marking, lighting, and signing prevent pilots from entering areas closed to aircraft, and prevent construction personnel from entering areas open to aircraft. The CSPP must specify prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles. Hazard marking and lighting must also be specified to identify open manholes, small areas under repair, stockpiled material, waste areas, and areas subject to jet blast. Also consider less obvious construction-related hazards and include markings to identify FAA, airport, and National Weather Service facilities cables and power lines; instrument landing system (ILS) critical areas; airport surfaces, such as RSA, OFA, and OFZ; and other sensitive areas to make it easier for contractor personnel to avoid these areas.

2.20.2 Equipment.

2.20.2.1 **Barricades.**

Low profile barricades, including traffic cones, (weighted or sturdily attached to the surface) are acceptable methods used to identify and define the limits of construction and hazardous areas on airports. Careful consideration must be given to selecting equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast. The spacing of barricades must be such that a breach is physically prevented barring a deliberate act. For example, if barricades are intended to exclude aircraft, gaps between barricades must be smaller than the wingspan of the smallest aircraft to be excluded; if barricades are intended to exclude vehicles, gaps between barricades must be smaller than the width of the excluded vehicles, generally 4 feet (1.2 meters). Provision must be made for ARFF access if necessary. If barricades are intended to exclude pedestrians, they must be continuously linked. Continuous linking may be accomplished through the use of ropes, securely attached to prevent FOD.

2.20.2.2 **Lights.**

Lights must be red, either steady burning or flashing, and must meet the luminance requirements of the State Highway Department. Batteries powering lights will last longer if lights flash. Lights must be mounted on barricades and spaced at no more than 10 feet (3 meters). Lights must be operated between sunset and sunrise and during periods of low visibility whenever the airport is open for operations. They may be operated by photocell, but this may require that the contractor turn them on manually during periods of low visibility during daytime hours.

2.20.2.3 **Supplement Barricades with Signs (for example) As Necessary.**

Examples are “No Entry” and “No Vehicles.” Be aware of the increased effects of wind and jet blast on barricades with attached signs.

2.20.2.4 Air Operations Area – General.

Barricades are not permitted in any active safety area or on the runway side of a runway hold line. Within a runway or taxiway object free area, and on aprons, use orange traffic cones, flashing or steady burning red lights as noted above, highly reflective collapsible barricades marked with diagonal, alternating orange and white stripes; and/or signs to separate all construction/maintenance areas from the movement area. Barricades may be supplemented with alternating orange and white flags at least 20 by 20 inch (50 by 50 cm) square and securely fastened to eliminate FOD. All barricades adjacent to any open runway or taxiway / taxilane safety area, or apron must be as low as possible to the ground, and no more than 18 inches high, exclusive of supplementary lights and flags. Barricades must be of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, and other surface wind currents. If affixed to the surface, they must be frangible at grade level or as low as possible, but not to exceed 3 inch (7.6 cm) above the ground. [Figure 2-8](#) and [Figure 2-9](#) show sample barricades with proper coloring and flags.

Figure 2-8. Interlocking Barricades

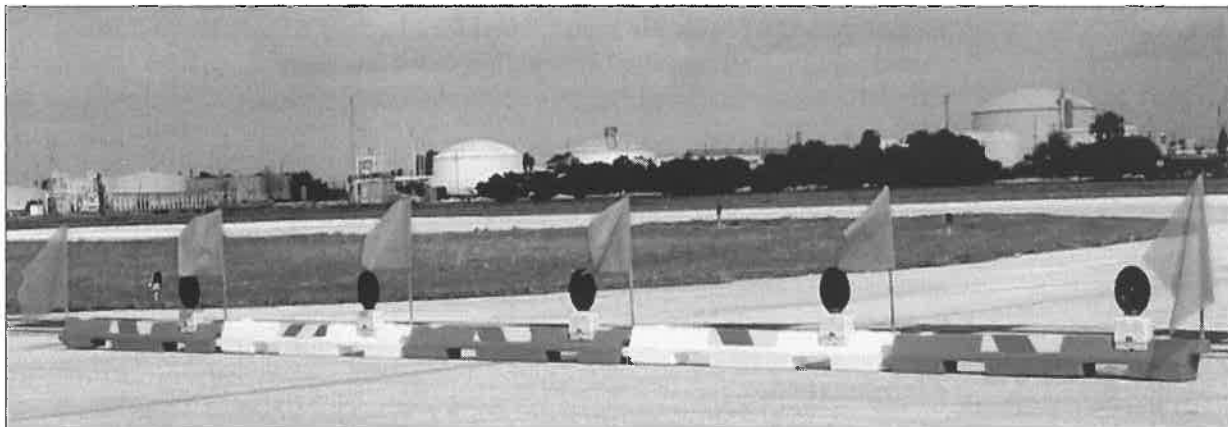


Figure 2-9. Low Profile Barricades

2.20.2.5 Air Operations Area – Runway/Taxiway Intersections.

Use highly reflective barricades with lights to close taxiways leading to closed runways. Evaluate all operating factors when determining how to mark temporary closures that can last from 10 to 15 minutes to a much longer period of time. However, even for closures of relatively short duration, close all taxiway/runway intersections with barricades. The use of traffic cones is appropriate for short duration closures.

2.20.2.6 Air Operations Area – Other.

Beyond runway and taxiway object free areas and aprons, barricades intended for construction vehicles and personnel may be many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels.

2.20.2.7 Maintenance.

The construction specifications must include a provision requiring the contractor to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The contractor must file the contact person's information with the airport operator. Lighting should be checked for proper operation at least once per day, preferably at dusk.

2.21 Work Zone Lighting for Nighttime Construction.

Lighting equipment must adequately illuminate the work area if the construction is to be performed during nighttime hours. Refer to AC 150/5370-10 for minimum illumination levels for nighttime paving projects. Additionally, it is recommended that all support equipment, except haul trucks, be equipped with artificial illumination to safely

illuminate the area immediately surrounding their work areas. The lights should be positioned to provide the most natural color illumination and contrast with a minimum of shadows. The spacing must be determined by trial. Light towers should be positioned and adjusted to aim away from ATCT cabs and active runways to prevent blinding effects. Shielding may be necessary. Light towers should be removed from the construction site when the area is reopened to aircraft operations. Construction lighting units should be identified and generally located on the construction phasing plans in relationship to the ATCT and active runways and taxiways.

2.22 Protection of Runway and Taxiway Safety Areas.

Runway and taxiway safety areas, OFZs, OFAs, and approach surfaces are described in AC 150/5300-13. Protection of these areas includes limitations on the location and height of equipment and stockpiled material. An FAA airspace study may be required. Coordinate with the appropriate FAA Airports Regional or District Office if there is any doubt as to requirements or dimensions (see paragraph 2.13.5) as soon as the location and height of materials or equipment are known. The CSPP should include drawings showing all safety areas, object free areas, obstacle free zones and approach departure surfaces affected by construction.

2.22.1 Runway Safety Area (RSA).

A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway (see AC 150/5300-13). Construction activities within the existing RSA are subject to the following conditions:

- 2.22.1.1 No construction may occur within the existing RSA while the runway is open for aircraft operations. The RSA dimensions may be temporarily adjusted if the runway is restricted to aircraft operations requiring an RSA that is equal to the RSA width and length beyond the runway ends available during construction. (See AC 150/5300-13). The temporary use of declared distances and/or partial runway closures may provide the necessary RSA under certain circumstances. Coordinate with the appropriate FAA Airports Regional or District Office to have declared distances information published, and appropriate NOTAMs issued. See AC 150/5300-13 for guidance on the use of declared distances.
- 2.22.1.2 The airport operator must coordinate the adjustment of RSA dimensions as permitted above with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.
- 2.22.1.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations.

2.22.1.4 Excavations.

2.22.1.4.1 Open trenches or excavations are not permitted within the RSA while the runway is open. Backfill trenches before the runway is opened. If backfilling excavations before the runway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the runway across the trench without damage to the aircraft.

2.22.1.4.2 Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

2.22.1.5 Erosion Control.

Soil erosion must be controlled to maintain RSA standards, that is, the RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and fire fighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

2.22.2 Runway Object Free Area (ROFA).

Construction, including excavations, may be permitted in the ROFA. However, equipment must be removed from the ROFA when not in use, and material should not be stockpiled in the ROFA if not necessary. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval.

2.22.3 Taxiway Safety Area (TSA).

2.22.3.1 A taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. (See AC 150/5300-13.) Since the width of the TSA is equal to the wingspan of the design aircraft, no construction may occur within the TSA while the taxiway is open for aircraft operations. The TSA dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a TSA that is equal to the TSA width available during construction. Give special consideration to TSA dimensions at taxiway turns and intersections. (see AC 150/5300-13).

2.22.3.2 The airport operator must coordinate the adjustment of the TSA width as permitted above with the appropriate FAA Airports Regional or District Office and the FAA air traffic manager and issue a NOTAM.

2.22.3.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations.

2.22.3.4 **Excavations.**

1. Curves. Open trenches or excavations are not permitted within the TSA while the taxiway is open. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the taxiway across the trench without damage to the aircraft.
2. Straight Sections. Open trenches or excavations are not permitted within the TSA while the taxiway is open for unrestricted aircraft operations. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations to allow the safe passage of ARFF equipment and of the heaviest aircraft operating on the taxiway across the trench without causing damage to the equipment or aircraft. In rare circumstances where the section of taxiway is indispensable for aircraft movement, open trenches or excavations may be permitted in the TSA while the taxiway is open to aircraft operations, subject to the following restrictions:
 - a. Taxiing speed is limited to 10 mph.
 - b. Appropriate NOTAMs are issued.
 - c. Marking and lighting meeting the provisions of paragraphs 2.18 and 2.20 are implemented.
 - d. Low mass, low-profile lighted barricades are installed.
 - e. Appropriate temporary orange construction signs are installed.
3. Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

2.22.3.5 **Erosion control.**

Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

2.22.4 Taxiway Object Free Area (TOFA).

Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway object free area during normal operations. Thus, the restrictions are more stringent. Except as provided below, no construction may occur within the taxiway object free area while the taxiway is open for aircraft operations.

- 2.22.4.1 The taxiway object free area dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a taxiway object free area that is equal to the taxiway object free area width available. Give special consideration to TOFA dimensions at taxiway turns and intersections.
- 2.22.4.2 Offset taxiway centerline and edge pavement markings (do not use glass beads) may be used as a temporary measure to provide the required taxiway object free area. Where offset taxiway pavement markings are provided, centerline lighting, centerline reflectors, or taxiway edge reflectors are required. Existing lighting that does not coincide with the temporary markings must be taken out of service.
- 2.22.4.3 Construction activity, including open excavations, may be accomplished without adjusting the width of the taxiway object free area, subject to the following restrictions:
 - 2.22.4.3.1 Taxiing speed is limited to 10 mph.
 - 2.22.4.3.2 NOTAMs issued advising taxiing pilots of hazard and recommending reduced taxiing speeds on the taxiway.
 - 2.22.4.3.3 Marking and lighting meeting the provisions of paragraphs 2.18 and 2.20 are implemented.
 - 2.22.4.3.4 If desired, appropriate orange construction signs are installed. See paragraph 2.18.4.2 and Appendix F.
 - 2.22.4.3.5 Five-foot clearance is maintained between equipment and materials and any part of an aircraft (includes wingtip overhang). If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its main landing gear at the edge of the usable pavement), then it will be necessary to move personnel and equipment for the passage of that aircraft.
 - 2.22.4.3.6 Flaggers furnished by the contractor must be used to direct and control construction equipment and personnel to a pre-established setback distance for safe passage of aircraft, and airline and/or airport personnel. Flaggers must also be used to direct taxiing aircraft. Due to liability issues, the airport operator should require airlines to provide flaggers for directing taxiing aircraft.

2.22.5 Obstacle Free Zone (OFZ).

In general, personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. If a penetration to the OFZ is necessary, it may be possible to continue aircraft operations through operational restrictions. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

2.22.6 Runway Approach/Departure Areas and Clearways.

All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in AC 150/5300-13. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

2.22.6.1 Construction activity in a runway approach/departure area may result in the need to partially close a runway or displace the existing runway threshold. Partial runway closure, displacement of the runway threshold, as well as closure of the complete runway and other portions of the movement area also require coordination through the airport operator with the appropriate FAA air traffic manager (FSS if non-towered) and ATO/Technical Operations (for affected NAVAIDS) and airport users.

2.22.6.2 Caution About Partial Runway Closures.

When filing a NOTAM for a partial runway closure, clearly state that the portion of pavement located prior to the threshold is not available for landing and departing traffic. In this case, the threshold has been moved for both landing and takeoff purposes (this is different than a displaced threshold). There may be situations where the portion of closed runway is available for taxiing only. If so, the NOTAM must reflect this condition).

2.22.6.3 Caution About Displaced Thresholds.

Implementation of a displaced threshold affects runway length available for aircraft landing over the displacement. Depending on the reason for the displacement (to provide obstruction clearance or RSA), such a displacement may also require an adjustment in the landing distance available and accelerate-stop distance available in the opposite direction. If project scope includes personnel, equipment, excavation, or other work within the existing RSA of any usable runway end, do not implement a displaced threshold unless arrivals and departures toward the construction activity are prohibited. Instead, implement a partial closure.

2.23 Other Limitations on Construction.

The CSPP must specify any other limitations on construction, including but not limited to:

2.23.1 Prohibitions.

- 2.23.1.1 No use of tall equipment (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for such equipment.
- 2.23.1.2 No use of open flame welding or torches unless fire safety precautions are provided and the airport operator has approved their use.
- 2.23.1.3 No use of electrical blasting caps on or within 1,000 feet (300 meters) of the airport property. See AC 150/5370-10.

2.23.2 Restrictions.

- 2.23.2.1 Construction suspension required during specific airport operations.
- 2.23.2.2 Areas that cannot be worked on simultaneously.
- 2.23.2.3 Day or night construction restrictions.
- 2.23.2.4 Seasonal construction restrictions.
- 2.23.2.5 Temporary signs not approved by the airport operator.
- 2.23.2.6 Grades changes that could result in unplanned effects on NAVAIDs.

CHAPTER 3. GUIDELINES FOR WRITING A CSPP

3.1 General Requirements.

The CSPP is a standalone document written to correspond with the subjects outlined in paragraph 2.4. The CSPP is organized by numbered sections corresponding to each subject listed in paragraph 2.4, and described in detail in paragraphs 2.5 - 2.23. Each section number and title in the CSPP matches the corresponding subject outlined in paragraph 2.4 (for example, 1. Coordination, 2. Phasing, 3. Areas and Operations Affected by the Construction Activity, and so on). With the exception of the project scope of work outlined in Section 2. Phasing, only subjects specific to operational safety during construction should be addressed.

3.2 Applicability of Subjects.

Each section should, to the extent practical, focus on the specific subject. Where an overlapping requirement spans several sections, the requirement should be explained in detail in the most applicable section. A reference to that section should be included in all other sections where the requirement may apply. For example, the requirement to protect existing underground FAA ILS cables during trenching operations could be considered FAA ATO coordination (Coordination, paragraph 2.5.3), an area and operation affected by the construction activity (Areas and Operations Affected by the Construction Activity, paragraph 2.7.1.4), a protection of a NAVAID (Protection of Navigational Aids (NAVAIDs), paragraph 2.8), or a notification to the FAA of construction activities (Notification of Construction Activities, paragraph 2.13.5.3.2). However, it is more specifically an underground utility requirement (Underground Utilities, paragraph 2.15). The procedure for protecting underground ILS cables during trenching operations should therefore be described in 2.4.2.11: "The contractor must coordinate with the local FAA System Support Center (SSC) to mark existing ILS cable routes along Runway 17-35. The ILS cables will be located by hand digging whenever the trenching operation moves within 10 feet of the cable markings." All other applicable sections should include a reference to 2.4.2.11: "ILS cables shall be identified and protected as described in 2.4.2.11" or "See 2.4.2.11 for ILS cable identification and protection requirements." Thus, the CSPP should be considered as a whole, with no need to duplicate responses to related issues.

3.3 Graphical Representations.

Construction safety drawings should be included in the CSPP as attachments. When other graphical representations will aid in supporting written statements, the drawings, diagrams, and/or photographs should also be attached to the CSPP. References should be made in the CSPP to each graphical attachment and may be made in multiple sections.

3.4 Reference Documents.

The CSPP must not incorporate a document by reference unless reproduction of the material in that document is prohibited. In that case, either copies of or a source for the referenced document must be provided to the contractor. Where this AC recommends references (e.g. as in paragraph 3.9) the intent is to include a reference to the corresponding section in the CSPP, not to this Advisory Circular.

3.5 Restrictions.

The CSPP should not be considered as a project design review document. The CSPP should also avoid mention of permanent (“as-built”) features such as pavements, markings, signs, and lighting, except when such features are intended to aid in maintaining operational safety during the construction.

3.6 Coordination.

Include in this section a detailed description of conferences and meetings to be held both before and during the project. Include appropriate information from AC 150/5370-12. Discuss coordination procedures and schedules for each required FAA ATO Technical Operations shutdown and restart and all required flight inspections.

3.7 Phasing.

Include in this section a detailed scope of work description for the project as a whole and each phase of work covered by the CSPP. This includes all locations and durations of the work proposed. Attach drawings to graphically support the written scope of work. Detail in this section the sequenced phases of the proposed construction. Include a reference to paragraph 3.8, as appropriate.

3.8 Areas and Operations Affected by Construction.

Focus in this section on identifying the areas and operations affected by the construction. Describe corresponding mitigation that is not covered in detail elsewhere in the CSPP. Include references to paragraphs below as appropriate. Attach drawings as necessary to graphically describe affected areas and mechanisms proposed. See Appendix F for sample operational effects tables and figures.

3.9 NAVAID Protection.

List in this section all NAVAID facilities that will be affected by the construction. Identify NAVAID facilities that will be placed out of service at any time prior to or during construction activities. Identify individuals responsible for coordinating each shutdown and when each facility will be out of service. Include a reference to paragraph 3.6 for FAA ATO NAVAID shutdown, restart, and flight inspection coordination. Outline in detail procedures to protect each NAVAID facility remaining in service from interference by construction activities. Include a reference to paragraph 3.14 for the

issuance of NOTAMs as required. Include a reference to paragraph 3.16 for the protection of underground cables and piping serving NAVAIDS. If temporary visual aids are proposed to replace or supplement existing facilities, include a reference to paragraph 3.19. Attach drawings to graphically indicate the affected NAVAIDS and the corresponding critical areas.

3.10 **Contractor Access.**

This will necessarily be the most extensive section of the CSPP. Provide sufficient detail so that a contractor not experienced in working on airports will understand the unique restrictions such work will require. Due to this extent, it should be broken down into subsections as described below:

3.10.1 Location of Stockpiled Construction Materials.

Describe in this section specific locations for stockpiling material. Note any height restrictions on stockpiles. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify stockpiles. Include a reference to paragraph 3.11 for provisions to prevent stockpile material from becoming wildlife attractants. Include a reference to paragraph 3.12 for provisions to prevent stockpile material from becoming FOD. Attach drawings to graphically indicate the stockpile locations.

3.10.2 Vehicle and Pedestrian Operations.

While there are many items to be addressed in this major subsection of the CSPP, all are concerned with one main issue: keeping people and vehicles from areas of the airport where they don't belong. This includes preventing unauthorized entry to the AOA and preventing the improper movement of pedestrians or vehicles on the airport. In this section, focus on mechanisms to prevent construction vehicles and workers traveling to and from the worksite from unauthorized entry into movement areas. Specify locations of parking for both employee vehicles and construction equipment, and routes for access and haul roads. In most cases, this will best be accomplished by attaching a drawing. Quote from AC 150/5210-5 specific requirements for contractor vehicles rather than referring to the AC as a whole, and include special requirements for identifying HAZMAT vehicles. Quote from, rather than incorporate by reference, AC 150/5210-20 as appropriate to address the airport's rules for ground vehicle operations, including its training program. Discuss the airport's recordkeeping system listing authorized vehicle operators.

3.10.3 Two-Way Radio Communications.

Include a special section to identify all individuals who are required to maintain communications with Air Traffic (AT) at airports with active towers, or monitor CTAF at airports without or with closed ATCT. Include training requirements for all individuals required to communicate with AT. Individuals required to monitor AT frequencies should also be identified. If construction employees are also required to communicate by radio with Airport Operations, this procedure should be described in detail. Usage of vehicle mounted radios and/or portable radios should be addressed. Communication procedures for the event of disabled radio communication (that is, light

signals, telephone numbers, others) must be included. All radio frequencies should be identified (Tower, Ground Control, CTAF, UNICOM, ATIS, and so on).

3.10.4 Airport Security.

Address security as it applies to vehicle and pedestrian operations. Discuss TSA requirements, security badging requirements, perimeter fence integrity, gate security, and other needs. Attach drawings to graphically indicate secured and/or Security Identification Display Areas (SIDA), perimeter fencing, and available access points.

3.11 Wildlife Management.

Discuss in this section wildlife management procedures. Describe the maintenance of existing wildlife mitigation devices, such as perimeter fences, and procedures to limit wildlife attractants. Include procedures to notify Airport Operations of wildlife encounters. Include a reference to paragraph 3.10 for security (wildlife) fence integrity maintenance as required.

3.12 FOD Management.

In this section, discuss methods to control and monitor FOD: worksite housekeeping, ground vehicle tire inspections, runway sweeps, and so on. Include a reference to paragraph 3.15 for inspection requirements as required.

3.13 HAZMAT Management.

Describe in this section HAZMAT management procedures: fuel deliveries, spill recovery procedures, Safety Data Sheet (SDS), Material Safety Data Sheet (MSDS) or Product Safety Data Sheet (PSDS) availability, and other considerations. Any specific airport HAZMAT restrictions should also be identified. Include a reference to paragraph 3.10 for HAZMAT vehicle identification requirements. Quote from, rather than incorporate by reference, AC 150/5320-15.

3.14 Notification of Construction Activities.

List in this section the names and telephone numbers of points of contact for all parties affected by the construction project. We recommend a single list that includes all telephone numbers required under this section. Include emergency notification procedures for all representatives of all parties potentially impacted by the construction. Identify individual representatives – and at least one alternate – for each party. List both on-duty and off-duty contact information for each individual, including individuals responsible for emergency maintenance of airport construction hazard lighting and barricades. Describe procedures to coordinate immediate response to events that might adversely affect the operational safety of the airport (such as interrupted NAVAID service). Explain requirements for and the procedures for the issuance of Notices to Airmen (NOTAMs), notification to FAA required by 14 CFR Part 77 and Part 157 and in the event of affected NAVAIDs. For NOTAMs, identify an individual, and at least one alternate, responsible for issuing and cancelling each specific type of Notice to

Airmen (NOTAM) required. Detail notification methods for police, fire fighting, and medical emergencies. This may include 911, but should also include direct phone numbers of local police departments and nearby hospitals. Identify the E911 address of the airport and the emergency access route via haul roads to the construction site. Require the contractor to have this information available to all workers. The local Poison Control number should be listed. Procedures regarding notification of Airport Operations and/or the ARFF Department of such emergencies should be identified, as applicable. If airport radio communications are identified as a means of emergency notification, include a reference to paragraph 3.10. Differentiate between emergency and nonemergency notification of ARFF personnel, the latter including activities that affect ARFF water supplies and access roads. Identify the primary ARFF contact person and at least one alternate. If notification is to be made through Airport Operations, then detail this procedure. Include a method of confirmation from the ARFF department.

3.15 Inspection Requirements.

Describe in this section inspection requirements to ensure airfield safety compliance. Include a requirement for routine inspections by the resident engineer (RE) or other airport operator's representative and the construction contractors. If the engineering consultants and/or contractors have a Safety Officer who will conduct such inspections, identify this individual. Describe procedures for special inspections, such as those required to reopen areas for aircraft operations. Part 139 requires daily airfield inspections at certificated airports, but these may need to be more frequent when construction is in progress. Discuss the role of such inspections on areas under construction. Include a requirement to immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

3.16 Underground Utilities.

Explain how existing underground utilities will be located and protected. Identify each utility owner and include contact information for each company/agency in the master list. Address emergency response procedures for damaged or disrupted utilities. Include a reference to paragraph 3.14 for notification of utility owners of accidental utility disruption as required.

3.17 Penalties.

Describe in this section specific penalties imposed for noncompliance with airport rules and regulations, including the CSPP: SIDA violations, VPD, and others.

3.18 Special Conditions.

Identify any special conditions that may trigger specific safety mitigation actions outlined in this CSPP: low visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, VPD, and other activities requiring construction suspension/resumption. Include a reference to paragraph 3.10 for compliance with airport safety and security measures and for radio communications as required. Include

a reference to paragraph 3.14 for emergency notification of all involved parties, including police/security, ARFF, and medical services.

3.19 Runway and Taxiway Visual Aids.

Include marking, lighting, signs, and visual NAVAIDS. Detail temporary runway and taxiway marking, lighting, signs, and visual NAVAIDS required for the construction. Discuss existing marking, lighting, signs, and visual NAVAIDS that are temporarily, altered, obliterated, or shut down. Consider non-federal facilities and address requirements for reimbursable agreements necessary for alteration of FAA facilities and for necessary flight checks. Identify temporary TORA signs or runway distance remaining signs if appropriate. Identify required temporary visual NAVAIDS such as REIL or PAPI. Quote from, rather than incorporate by reference, AC 150/5340-1, Standards for Airport Markings; AC 150/5340-18, Standards for Airport Sign Systems; and AC 150/5340-30, as required. Attach drawings to graphically indicate proposed marking, lighting, signs, and visual NAVAIDS.

3.20 Marking and Signs for Access Routes.

Detail plans for marking and signs for vehicle access routes. To the extent possible, signs should be in conformance with the Federal Highway Administration MUTCD and/or State highway specifications, not hand lettered. Detail any modifications to the guidance in the MUTCD necessary to meet fragility/height requirements.

3.21 Hazard Marking and Lighting.

Specify all marking and lighting equipment, including when and where each type of device is to be used. Specify maximum gaps between barricades and the maximum spacing of hazard lighting. Identify one individual and at least one alternate responsible for maintenance of hazard marking and lighting equipment in the master telephone list. Include a reference to paragraph 3.14. Attach drawings to graphically indicate the placement of hazard marking and lighting equipment.

3.22 Work Zone Lighting for Nighttime Construction.

If work is to be conducted at night, specify all lighting equipment, including when and where each type of device is to be used. Indicate the direction lights are to be aimed and any directions that aiming of lights is prohibited. Specify any shielding necessary in instances where aiming is not sufficient to prevent interference with air traffic control and aircraft operations. Attach drawings to graphically indicate the placement and aiming of lighting equipment. Where the plan only indicates directions that aiming of lights is prohibited, the placement and positioning of portable lights must be proposed by the Contractor and approved by the airport operator's representative each time lights are relocated or repositioned.

3.23 Protection of Runway and Taxiway Safety Areas.

This section should focus exclusively on procedures for protecting all safety areas, including those altered by the construction: methods of demarcation, limit of access, movement within safety areas, stockpiling and trenching restrictions, and so on. Reference AC 150/5300-13, as required. Include a reference to paragraph 3.10 for procedures regarding vehicle and personnel movement within safety areas. Include a reference to paragraph 3.10 for material stockpile restrictions as required. Detail requirements for trenching, excavations, and backfill. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify open excavations as required. If runway and taxiway closures are proposed to protect safety areas, or if temporary displaced thresholds and/or revised declared distances are used to provide the required Runway Safety Area, include a reference to paragraphs 3.14 and 3.19. Detail procedures for protecting the runway OFZ, runway OFA, taxiway OFA and runway approach surfaces including those altered by the construction: methods of demarcation, limit of cranes, storage of equipment, and so on. Quote from, rather than incorporate by reference, AC 150/5300-13, as required. Include a reference to paragraph 3.24 for height (i.e., crane) restrictions as required. One way to address the height of equipment that will move during the project is to establish a three-dimensional “box” within which equipment will be confined that can be studied as a single object. Attach drawings to graphically indicate the safety area, OFZ, and OFA boundaries.

3.24 Other Limitations on Construction.

This section should describe what limitations must be applied to each area of work and when each limitation will be applied: limitations due to airport operations, height (i.e., crane) restrictions, areas which cannot be worked at simultaneously, day/night work restrictions, winter construction, and other limitations. Include a reference to paragraph 3.7 for project phasing requirements based on construction limitations as required.

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APPENDIX A. RELATED READING MATERIAL

Obtain the latest version of the following free publications from the FAA on its Web site at <http://www.faa.gov/airports/>.

Table A-1. FAA Publications

Number	Title and Description
<u>AC 150/5200-28</u>	<i>Notices to Airmen (NOTAMs) for Airport Operators</i> Guidance for using the NOTAM System in airport reporting.
<u>AC 150/5200-30</u>	<i>Airport Field Condition Assessments and Winter Operations Safety</i> Guidance for airport owners/operators on the development of an acceptable airport snow and ice control program and on appropriate field condition reporting procedures.
<u>AC 150/5200-33</u>	<i>Hazardous Wildlife Attractants On or Near Airports</i> Guidance on locating certain land uses that might attract hazardous wildlife to public-use airports.
<u>AC 150/5210-5</u>	<i>Painting, Marking, and Lighting of Vehicles Used on an Airport</i> Guidance, specifications, and standards for painting, marking, and lighting vehicles operating in the airport air operations areas.
<u>AC 150/5210-20</u>	<i>Ground Vehicle Operations to include Taxiing or Towing an Aircraft on Airports</i> Guidance to airport operators on developing ground vehicle operation training programs.
<u>AC 150/5300-13</u>	<i>Airport Design</i> FAA standards and recommendations for airport design. Establishes approach visibility minimums as an airport design parameter, and contains the Object Free area and the obstacle free-zone criteria.
<u>AC 150/5210-24</u>	<i>Airport Foreign Object Debris (FOD) Management</i> Guidance for developing and managing an airport foreign object debris (FOD) program

Number	Title and Description
<u>AC 150/5320-15</u>	<i>Management of Airport Industrial Waste</i> Basic information on the characteristics, management, and regulations of industrial wastes generated at airports. Guidance for developing a Storm Water Pollution Prevention Plan (SWPPP) that applies best management practices to eliminate, prevent, or reduce pollutants in storm water runoff with particular airport industrial activities.
<u>AC 150/5340-1</u>	<i>Standards for Airport Markings</i> FAA standards for the siting and installation of signs on airport runways and taxiways.
<u>AC 150/5340-18</u>	<i>Standards for Airport Sign Systems</i> FAA standards for the siting and installation of signs on airport runways and taxiways.
<u>AC 150/5345-28</u>	<i>Precision Approach Path Indicator (PAPI) Systems</i> FAA standards for PAPI systems, which provide pilots with visual glide slope guidance during approach for landing.
<u>AC 150/5340-30</u>	<i>Design and Installation Details for Airport Visual Aids</i> Guidance and recommendations on the installation of airport visual aids.
<u>AC 150/5345-39</u>	<i>Specification for L-853, Runway and Taxiway Retroreflective Markers</i>
<u>AC 150/5345-44</u>	<i>Specification for Runway and Taxiway Signs</i> FAA specifications for unlighted and lighted signs for taxiways and runways.
<u>AC 150/5345-53</u>	<i>Airport Lighting Equipment Certification Program</i> Details on the Airport Lighting Equipment Certification Program (ALECP).
<u>AC 150/5345-50</u>	<i>Specification for Portable Runway and Taxiway Lights</i> FAA standards for portable runway and taxiway lights and runway end identifier lights for temporary use to permit continued aircraft operations while all or part of a runway lighting system is inoperative.
<u>AC 150/5345-55</u>	<i>Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure</i>

Number	Title and Description
<u>AC 150/5370-10</u>	<i>Standards for Specifying Construction of Airports</i> Standards for construction of airports, including earthwork, drainage, paving, turfing, lighting, and incidental construction.
<u>AC 150/5370-12</u>	<i>Quality Management for Federally Funded Airport Construction Projects</i>
EB 93	<i>Guidance for the Assembly and Installation of Temporary Orange Construction Signs</i>
FAA Order 5200.11	<u>FAA Airports (ARP) Safety Management System (SMS)</u> Basics for implementing SMS within ARP. Includes roles and responsibilities of ARP management and staff as well as other FAA lines of business that contribute to the ARP SMS.
FAA Certalert 98-05	<i>Grasses Attractive to Hazardous Wildlife</i> Guidance on grass management and seed selection.
FAA Form 7460-1	<u>Notice of Proposed Construction or Alteration</u>
FAA Form 7480-1	<u>Notice of Landing Area Proposal</u>
FAA Form 6000.26	National NAS Strategic Interruption Service Level Agreement, Strategic Events Coordination, Airport Sponsor Form

Obtain the latest version of the following free publications from the Electronic Code of Federal Regulations at <http://www.ecfr.gov/>.

Table A-2. Code of Federal Regulation

Number	Title
Title 14 CFR Part 77	Safe, Efficient Use and Preservation of the Navigable Airspace
Title 14 CFR Part 139	Certification of Airports
Title 49 CFR Part 1542	Airport Security

Obtain the latest version of the Manual on Uniform Traffic Control Devices from the Federal Highway Administration at <http://mutcd.fhwa.dot.gov/>.

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APPENDIX B. TERMS AND ACRONYMS**Table B-1. Terms and Acronyms**

Term	Definition
Form 7460-1	Notice of Proposed Construction or Alteration. For on-airport projects, the form submitted to the FAA regional or airports division office as formal written notification of any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR Part 77, <i>Safe, Efficient Use, and Preservation of the Navigable Airspace</i> . (See guidance available on the FAA web site at https://oeaaa.faa.gov .) The form may be downloaded at http://www.faa.gov/airports/resources/forms/ , or filed electronically at: https://oeaaa.faa.gov .
Form 7480-1	Notice of Landing Area Proposal. Form submitted to the FAA Airports Regional Division Office or Airports District Office as formal written notification whenever a project without an airport layout plan on file with the FAA involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. The form may be downloaded at http://www.faa.gov/airports/resources/forms/ .
Form 6000-26	Airport Sponsor Strategic Event Submission Form
AC	Advisory Circular
ACSI	Airport Certification Safety Inspector
ADG	Airplane Design Group
AIP	Airport Improvement Program
ALECP	Airport Lighting Equipment Certification Program
ANG	Air National Guard
AOA	Air Operations Area, as defined in 14 CFR Part 107. Means a portion of an airport, specified in the airport security program, in which security measures are carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas, and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures. This area does not include the secured area of the airport terminal building.
ARFF	Aircraft Rescue and Fire Fighting
ARP	FAA Office of Airports
ASDA	Accelerate-Stop Distance Available
AT	Air Traffic
ATCT	Airport Traffic Control Tower
ATIS	Automatic Terminal Information Service
ATO	Air Traffic Organization
Certificated Airport	An airport that has been issued an Airport Operating Certificate by the FAA under

Term	Definition
	the authority of 14 CFR Part 139, <i>Certification of Airports</i> .
CFR	Code of Federal Regulations
Construction	The presence of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft.
CSPP	Construction Safety and Phasing Plan. The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
CTAF	Common Traffic Advisory Frequency
Displaced Threshold	A threshold that is located at a point on the runway other than the designated beginning of the runway. The portion of pavement behind a displaced threshold is available for takeoffs in either direction or landing from the opposite direction.
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FOD	Foreign Object Debris/Damage
FSS	Flight Service Station
GA	General Aviation
HAZMAT	Hazardous Materials
HMA	Hot Mix Asphalt
IAP	Instrument Approach Procedures
IFR	Instrument Flight Rules
ILS	Instrument Landing System
LDA	Landing Distance Available
LOC	Localizer antenna array
Movement Area	The runways, taxiways, and other areas of an airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading aprons and aircraft parking areas (reference 14 CFR Part 139).
MSDS	Material Safety Data Sheet
MUTCD	Manual on Uniform Traffic Control Devices
NAVAID	Navigation Aid
NAVAID Critical Area	An area of defined shape and size associated with a NAVAID that must remain clear and graded to avoid interference with the electronic signal.
Non-Movement Area	The area inside the airport security fence exclusive of the Movement Area. It is important to note that the non-movement area includes pavement traversed by aircraft.

Term	Definition
NOTAM	Notices to Airmen
Obstruction	Any object/obstacle exceeding the obstruction standards specified by 14 CFR Part 77, subpart C.
OCC	Operations Control Center
OE / AAA	Obstruction Evaluation / Airport Airspace Analysis
OFA	Object Free Area. An area on the ground centered on the runway, taxiway, or taxi lane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes. (See <u>AC 150/5300-13</u> for additional guidance on OFA standards and wingtip clearance criteria.)
OFZ	Obstacle Free Zone. The airspace below 150 ft (45 m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway and for missed approaches. The OFZ is subdivided as follows: Runway OFZ, Inner Approach OFZ, Inner Transitional OFZ, and Precision OFZ. Refer to <u>AC 150/5300-13</u> for guidance on OFZ.
OSHA	Occupational Safety and Health Administration
OTS	Out of Service
P&R	Planning and Requirements Group
NPI	NAS Planning & Integration
PAPI	Precision Approach Path Indicator
PFC	Passenger Facility Charge
PLASI	Pulse Light Approach Slope Indicator
Project Proposal Summary	A clear and concise description of the proposed project or change that is the object of Safety Risk Management.
RA	Reimbursable Agreement
RE	Resident Engineer
REIL	Runway End Identifier Lights
RNAV	Area Navigation
ROFA	Runway Object Free Area
RSA	Runway Safety Area. A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway, in accordance with <u>AC 150/5300-13</u> .
SDS	Safety Data Sheet
SIDA	Security Identification Display Area
SMS	Safety Management System

Term	Definition
SPCD	Safety Plan Compliance Document. Details developed and submitted by a contractor to the airport operator for approval providing details on how the performance of a construction project will comply with the CSPP.
SRM	Safety Risk Management
SSC	System Support Center
Taxiway Safety Area	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway, in accordance with <u>AC 150/5300-13</u> .
TDG	Taxiway Design Group
Temporary	Any condition that is not intended to be permanent.
Temporary Runway End	The beginning of that portion of the runway available for landing and taking off in one direction, and for landing in the other direction. Note the difference from a displaced threshold.
Threshold	The beginning of that portion of the runway available for landing. In some instances, the landing threshold may be displaced.
TODA	Takeoff Distance Available
TOFA	Taxiway Object Free Area
TORA	Takeoff Run Available. The length of the runway less any length of runway unavailable and/or unsuitable for takeoff run computations. See <u>AC 150/5300-13</u> for guidance on declared distances.
TSA	Taxiway Safety Area, or Transportation Security Administration
UNICOM	A radio communications system of a type used at small airports.
VASI	Visual Approach Slope Indicator
VGSI	Visual Glide Slope Indicator. A device that provides a visual glide slope indicator to landing pilots. These systems include precision approach path indicator (PAPI), visual approach slope indicator (VASI), and pulse light approach slope indicator (PLASI).
VFR	Visual Flight Rules
VOR	Very High Frequency Omnidirectional Radio Range
VPD	Vehicle / Pedestrian Deviation

APPENDIX C. SAFETY AND PHASING PLAN CHECKLIST

This appendix is keyed to Chapter 2. In the electronic version of this AC, clicking on the paragraph designation in the Reference column will access the applicable paragraph. There may be instances where the CSPP requires provisions that are not covered by the list in this appendix.

This checklist is intended as an aid, not a required submittal.

Table C-1. CSPP Checklist

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
General Considerations					
Requirements for predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction are specified.	<u>2.5</u>				
Operational safety is a standing agenda item for construction progress meetings.	<u>2.5</u>				
Scheduling of the construction phases is properly addressed.	<u>2.6</u>				
Any formal agreements are established.	<u>2.5.3</u>				
Areas and Operations Affected by Construction Activity					
Drawings showing affected areas are included.	<u>2.7.1</u>				
Closed or partially closed runways, taxiways, and aprons are depicted on drawings.	<u>2.7.1.1</u>				
Access routes used by ARFF vehicles affected by the project are addressed.	<u>2.7.1.2</u>				
Access routes used by airport and airline support vehicles affected by the project are addressed.	<u>2.7.1.3</u>				
Underground utilities, including water supplies for firefighting and drainage.	<u>2.7.1.4</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Approach/departure surfaces affected by heights of temporary objects are addressed.	<u>2.7.1.5</u>				
Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads are properly depicted on drawings.	<u>2.7.1</u>				
Temporary changes to taxi operations are addressed.	<u>2.7.2.1</u>				
Detours for ARFF and other airport vehicles are identified.	<u>2.7.2.2</u>				
Maintenance of essential utilities and underground infrastructure is addressed.	<u>2.7.2.3</u>				
Temporary changes to air traffic control procedures are addressed.	<u>2.7.2.4</u>				
NAVAIDs					
Critical areas for NAVAIDs are depicted on drawings.	<u>2.8</u>				
Effects of construction activity on the performance of NAVAIDS, including unanticipated power outages, are addressed.	<u>2.8</u>				
Protection of NAVAID facilities is addressed.	<u>2.8</u>				
The required distance and direction from each NAVAID to any construction activity is depicted on drawings.	<u>2.8</u>				
Procedures for coordination with FAA ATO/Technical Operations, including identification of points of contact, are included.	<u>2.8, 2.13.1, 2.13.5.3.1, 2.18.1</u>				
Contractor Access					
The CSPP addresses areas to which contractor will have access and how	<u>2.9</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
the areas will be accessed.					
The application of 49 CFR Part 1542 Airport Security, where appropriate, is addressed.	<u>2.9</u>				
The location of stockpiled construction materials is depicted on drawings.	<u>2.9.1</u>				
The requirement for stockpiles in the ROFA to be approved by FAA is included.	<u>2.9.1</u>				
Requirements for proper stockpiling of materials are included.	<u>2.9.1</u>				
Construction site parking is addressed.	<u>2.9.2.1</u>				
Construction equipment parking is addressed.	<u>2.9.2.2</u>				
Access and haul roads are addressed.	<u>2.9.2.3</u>				
A requirement for marking and lighting of vehicles to comply with <i>AC 150/5210-5, Painting, Marking and Lighting of Vehicles Used on an Airport</i> , is included.	<u>2.9.2.4</u>				
Proper vehicle operations, including requirements for escorts, are described.	<u>2.9.2.5, 2.9.2.6</u>				
Training requirements for vehicle drivers are addressed.	<u>2.9.2.7</u>				
Two-way radio communications procedures are described.	<u>2.9.2.9</u>				
Maintenance of the secured area of the airport is addressed.	<u>2.9.2.10</u>				
Wildlife Management					
The airport operator's wildlife management procedures are addressed.	<u>2.10</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Foreign Object Debris Management					
The airport operator’s FOD management procedures are addressed.	<u>2.11</u>				
Hazardous Materials Management					
The airport operator’s hazardous materials management procedures are addressed.	<u>2.12</u>				
Notification of Construction Activities					
Procedures for the immediate notification of airport user and local FAA of any conditions adversely affecting the operational safety of the airport are detailed.	<u>2.13</u>				
Maintenance of a list by the airport operator of the responsible representatives/points of contact for all involved parties and procedures for contacting them 24 hours a day, seven days a week is specified.	<u>2.13.1</u>				
A list of local ATO/Technical Operations personnel is included.	<u>2.13.1</u>				
A list of ATCT managers on duty is included.	<u>2.13.1</u>				
A list of authorized representatives to the OCC is included.	<u>2.13.2</u>				
Procedures for coordinating, issuing, maintaining and cancelling by the airport operator of NOTAMS about airport conditions resulting from construction are included.	<u>2.8, 2.13.2, 2.18.3.3.9</u>				
Provision of information on closed or hazardous conditions on airport movement areas by the airport operator to the OCC is specified.	<u>2.13.2</u>				
Emergency notification procedures for medical, fire fighting, and police	<u>2.13.3</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
response are addressed.					
Coordination with ARFF personnel for non-emergency issues is addressed.	<u>2.13.4</u>				
Notification to the FAA under 14 CFR parts 77 and 157 is addressed.	<u>2.13.5</u>				
Reimbursable agreements for flight checks and/or design and construction for FAA owned NAVAIDs are addressed.	<u>2.13.5.3.2</u>				
Inspection Requirements					
Daily and interim inspections by both the airport operator and contractor are specified.	<u>2.14.1, 2.14.2</u>				
Final inspections at certificated airports are specified when required.	<u>2.14.3</u>				
Underground Utilities					
Procedures for protecting existing underground facilities in excavation areas are described.	<u>2.15</u>				
Penalties					
Penalty provisions for noncompliance with airport rules and regulations and the safety plans are detailed.	<u>2.16</u>				
Special Conditions					
Any special conditions that affect the operation of the airport or require the activation of any special procedures are addressed.	<u>2.17</u>				
Runway and Taxiway Visual Aids - Marking, Lighting, Signs, and Visual NAVAIDs					
The proper securing of temporary airport markings, lighting, signs, and visual NAVAIDs is addressed.	<u>2.18.1</u>				
Frangibility of airport markings, lighting, signs, and visual NAVAIDs is specified.	<u>2.18.1, 2.18.3, 2.18.4.2, 2.20.2.4</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
The requirement for markings to be in compliance with <u>AC 150/5340-1, Standards for Airport Markings</u> , is specified.	<u>2.18.2</u>				
Detailed specifications for materials and methods for temporary markings are provided.	<u>2.18.2</u>				
The requirement for lighting to conform to <u>AC 150/5340-30, Design and Installation Details for Airport Visual Aids</u> ; <u>AC 150/5345-50, Specification for Portable Runway and Taxiway Lights</u> ; and <u>AC 150/5345-53, Airport Lighting Certification Program</u> , is specified.	<u>2.18.3</u>				
The use of a lighted X is specified where appropriate.	<u>2.18.2.1.2</u> , <u>2.18.3.2</u>				
The requirement for signs to conform to <u>AC 150/5345-44, Specification for Runway and Taxiway Signs</u> ; <u>AC 50/5340-18, Standards for Airport Sign Systems</u> ; and <u>AC 150/5345-53, Airport Lighting Certification Program</u> , is specified.	<u>2.18.4</u>				
Marking and Signs For Access Routes					
The CSPP specifies that pavement markings and signs intended for construction personnel should conform to <u>AC 150/5340-18</u> and, to the extent practicable, with the MUTCD and/or State highway specifications.	<u>2.18.4.2</u>				
Hazard Marking and Lighting					
Prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles are specified.	<u>2.20.1</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Hazard marking and lighting are specified to identify open manholes, small areas under repair, stockpiled material, and waste areas.	<u>2.20.1</u>				
The CSPP considers less obvious construction-related hazards.	<u>2.20.1</u>				
Equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast is specified.	<u>2.20.2.1</u>				
The spacing of barricades is specified such that a breach is physically prevented barring a deliberate act.	<u>2.20.2.1</u>				
Red lights meeting the luminance requirements of the State Highway Department are specified.	<u>2.20.2.2</u>				
Barricades, temporary markers, and other objects placed and left in areas adjacent to any open runway, taxiway, taxi lane, or apron are specified to be as low as possible to the ground, and no more than 18 inch high.	<u>2.20.2.3</u>				
Barricades are specified to indicate construction locations in which no part of an aircraft may enter.	<u>2.20.2.3</u>				
Highly reflective barriers with lights are specified to barricade taxiways leading to closed runways.	<u>2.20.2.5</u>				
Markings for temporary closures are specified.	<u>2.20.2.5</u>				
The provision of a contractor's representative on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades is specified.	<u>2.20.2.7</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Work Zone Lighting for Nighttime Construction					
If work is to be conducted at night, the CSPP identifies construction lighting units and their general locations and aiming in relationship to the ATCT and active runways and taxiways.	<u>2.21</u>				
Protection of Runway and Taxiway Safety Areas					
The CSPP clearly states that no construction may occur within a safety area while the associated runway or taxiway is open for aircraft operations.	<u>2.22.1.1,</u> <u>2.22.3.1</u>				
The CSPP specifies that the airport operator coordinates the adjustment of RSA or TSA dimensions with the ATCT and the appropriate FAA Airports Regional or District Office and issues a local NOTAM.	<u>2.22.1.2,</u> <u>2.22.3.2</u>				
Procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations, are detailed.	<u>2.22.3.3</u>				
The CSPP specifies that open trenches or excavations are not permitted within a safety area while the associated runway or taxiway is open, subject to approved exceptions.	<u>2.22.1.4</u>				
Appropriate covering of excavations in the RSA or TSA that cannot be backfilled before the associated runway or taxiway is open is detailed.	<u>2.22.1.4</u>				
The CSPP includes provisions for prominent marking of open trenches and excavations at the construction site.	<u>2.22.1.4</u>				
Grading and soil erosion control to maintain RSA/TSA standards are	<u>2.22.3.5</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
addressed.					
The CSPP specifies that equipment is to be removed from the ROFA when not in use.	<u>2.22.2</u>				
The CSPP clearly states that no construction may occur within a taxiway safety area while the taxiway is open for aircraft operations.	<u>2.22.3</u>				
Appropriate details are specified for any construction work to be accomplished in a taxiway object free area.	<u>2.22.4</u>				
Measures to ensure that personnel, material, and/or equipment do not penetrate the OFZ or threshold siting surfaces while the runway is open for aircraft operations are included.	<u>2.22.4.3.6</u>				
Provisions for protection of runway approach/departure areas and clearways are included.	<u>2.22.6</u>				
Other Limitations on Construction					
The CSPP prohibits the use of open flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use.	<u>2.23.1.2</u>				
The CSPP prohibits the use of electrical blasting caps on or within 1,000 ft (300 m) of the airport property.	<u>2.23.1.3</u>				

APPENDIX D. CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project including information such as the date, time and name of the person conducting the inspection.

Table D-1. Potentially Hazardous Conditions

Item	Action Required (Describe)	No Action Required (Check)
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.		
Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends.		
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.		
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and		

Item	Action Required (Describe)	No Action Required (Check)
approach zones.		
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.		
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.		
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.		
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		
Obliterated or faded temporary markings on active operational areas.		
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		

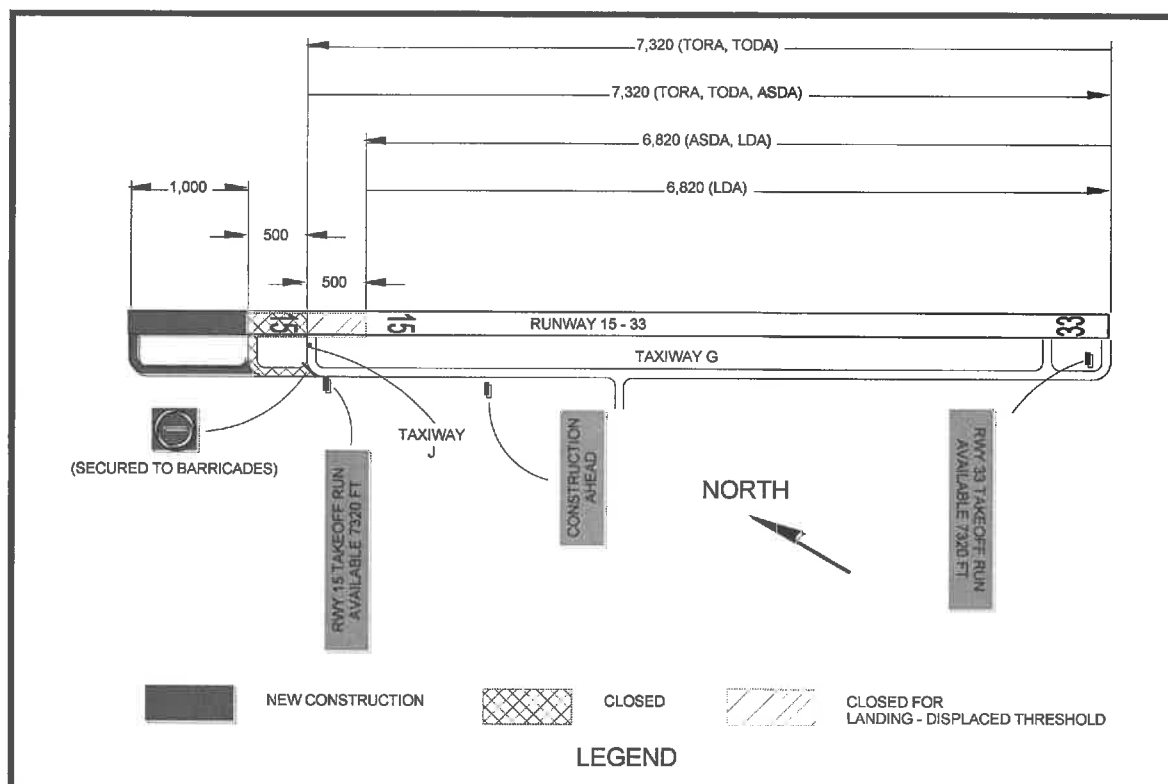
Item	Action Required (Describe)	No Action Required (Check)
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.		
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		
Lack of radio communications with construction vehicles in airport movement areas.		
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		

Item	Action Required (Describe)	No Action Required (Check)
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.		
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		
Site burning, which can cause possible obscuration.		
Construction work taking place outside of designated work areas and out of phase.		

APPENDIX E. SAMPLE OPERATIONAL EFFECTS TABLE**E.1 Project Description.**

Runway 15-33 is currently 7820 feet long, with a 500 foot stopway on the north end. This project will remove the stopway and extend the runway 1000 feet to the north and 500 feet to the south. Finally, the existing portion of the runway will be repaved. The runway 33 glide slope will be relocated. The new runway 33 localizer has already been installed by FAA Technical Operations and only needs to be switched on. Runway 15 is currently served only by a localizer, which will remain in operation as it will be beyond the future RSA. Appropriate NOTAMS will be issued throughout the project.

- E.1.1 During Phase I, the runway 15 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 15 takeoff and the departure end of runway 33 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 33 will be adjusted to provide the required RSA and applicable departure surface. Excavation near Taxiway G will require its ADG to be reduced from IV to III. See Figure E-1.

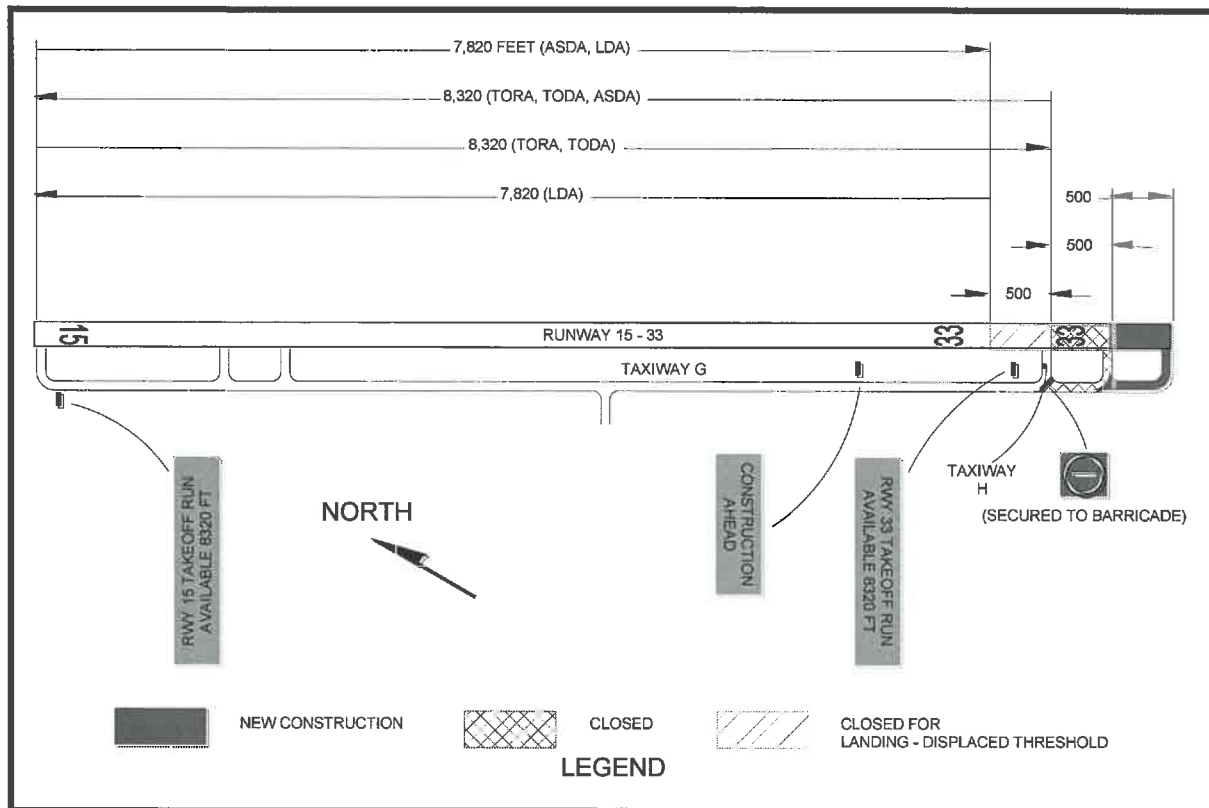
Figure E-1. Phase I Example

Note 1: Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.

Note 2: Based on the declared distances for Runway 33 departures, the maximum equipment height in the construction area is 12.5 feet ($500/40 = 12.5$).

- E.2 During Phase II, the runway 33 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 33 takeoff and the departure end of runway 15 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 15 will be adjusted to provide the required RSA and applicable departure surface. See Figure E-2.

Figure E-2. Phase II Example



Note 1: Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.

Note 2: Based on the declared distances for Runway 15 departures, the maximum equipment height in the construction area is 12.5 feet ($500/40 = 12.5$).

- E.3 During Phase III, the existing portion of the runway will be repaved with Hot Mix Asphalt (HMA) and the runway 33 glide slope will be relocated. Construction will be accomplished between the hours of 8:00 pm and 5:00 am, during which the runway will be closed to operations.

Figure E-3. Phase III Example

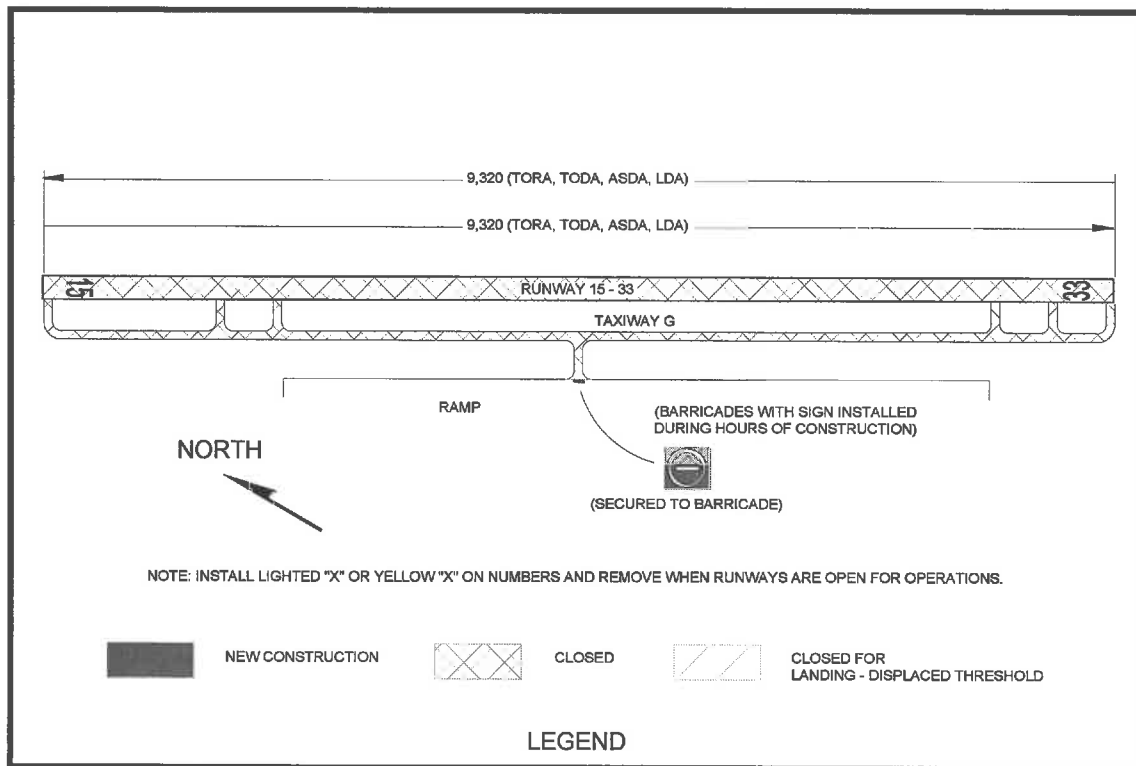


Table E-1. Operational Effects Table

Project	Runway 15-33 Extension and Repaving			
Phase	Normal (Existing)	Phase I: Extend Runway 15 End	Phase II: Extend Runway 33 End	Phase III: Repave Runway
Scope of Work	N/A	Extend Runway 15-33 1,000 ft on north end with Hot Mix Asphaltic Concrete (HMA).	Extend Runway 15-33 500 ft on south end with Hot Mix Asphaltic Concrete (HMA).	Repave existing runway with HMA Relocate Runway 33 Glide Slope
Effects of Construction Operations	N/A	Existing North 500 ft closed	Existing South 500 ft closed	Runway closed between 8:00 pm and 5:00 am Edge lighting out of service
Construction Phase	N/A	Phase I (Anticipated)	Phase II (Anticipated)	Phase III (Anticipated)
Runway 15 Average Aircraft Operations	Carrier: 52 /day GA: 26 /day Military: 11 /day	Carrier: 40 /day GA: 26 /day Military: 0 /day	Carrier: 45 /day GA: 26 /day Military: 5 /day	Carrier: 45 / day GA: 20 / day Military: 0 /day
Runway 33 Average Aircraft Operations	Carrier: 40 /day GA: 18 /day Military: 10 /day	Carrier: 30 /day GA: 18 /day Military: 0 /day	Carrier: 25 /day GA: 18 /day Military: 5 /day	Carrier: 20 /day GA: 5 /day Military: 0 /day
Runway 15-33 Aircraft Category	C-IV	C-IV	C-IV	C-IV
Runway 15 Approach Visibility Minimums	1 mile	1 mile	1 mile	1 mile
Runway 33 Approach Visibility Minimums	$\frac{3}{4}$ mile	$\frac{3}{4}$ mile	$\frac{3}{4}$ mile	1 mile

Note: Proper coordination with Flight Procedures group is necessary to maintain instrument approach procedures during construction.

Project		Runway 15-33 Extension and Repaving			
Phase		Normal (Existing)	Phase I: Extend Runway 15 End	Phase II: Extend Runway 33 End	Phase III: Repave Runway
Runway 15 Declared Distances	TORA	7,820	7,320	8,320	9,320
	TODA	7,820	7,320	8,320	9,320
	ASDA	7,820	7,320	7,820	9,320
	LDA	7,820	6,820	7,820	9,320
Runway 33 Declared Distances	TORA	7,820	7,320	8,320	9,320
	TODA	7,820	7,320	8,320	9,320
	ASDA	8,320	6,820	8,320	9,320
	LDA	7,820	6,820	7,820	9,320
Runway 15 Approach Procedures		LOC only	LOC only	LOC only	LOC only
		RNAV	RNAV	RNAV	RNAV
		VOR	VOR	VOR	VOR
Runway 33 Approach Procedures		ILS	ILS	ILS	LOC only
		RNAV	RNAV	RNAV	RNAV
		VOR	VOR	VOR	VOR
Runway 15 NAVAIDs		LOC	LOC	LOC	LOC
Runway 33 NAVAIDs		ILS, MALSR	ILS, MALSR	ILS, MALSR	LOC, MALSR
Taxiway G ADG		IV	III	IV	IV
Taxiway G TDG		4	4	4	4
ATCT (hours open)		24 hours	24 hours	24 hours	0500 - 2000
ARFF Index		D	D	D	D

Project	Runway 15-33 Extension and Repaving			
Phase	Normal (Existing)	Phase I: Extend Runway 15 End	Phase II: Extend Runway 33 End	Phase III: Repave Runway
Special Conditions	Air National Guard (ANG) military operations	All military aircraft relocated to alternate ANG Base	Some large military aircraft relocated to alternate ANG Base	All military aircraft relocated to alternate ANG Base
Information for NOTAMs		Refer above for applicable declared distances. Taxiway G limited to 118 ft wingspan	Refer above for applicable declared distances.	Refer above for applicable declared distances. Airport closed 2000 – 0500. Runway 15 glide slope OTS.

Note: This table is one example. It may be advantageous to develop a separate table for each project phase and/or to address the operational status of the associated NAVAIDs per construction phase.

Complete the following chart for each phase to determine the area that must be protected along the runway and taxiway edges:

Table E-2. Runway and Taxiway Edge Protection

Runway/Taxiway	Aircraft Approach Category* A, B, C, or D	Airplane Design Group* I, II, III, or IV	Safety Area Width in Feet Divided by 2*

*See AC 150/5300-13 to complete the chart for a specific runway/taxiway.

Complete the following chart for each phase to determine the area that must be protected before the runway threshold:

Table E-3. Protection Prior to Runway Threshold

Runway End Number	Airplane Design Group* I, II, III, or IV	Aircraft Approach Category* A, B, C, or D	Minimum Safety Area Prior to the Threshold*	Minimum Distance to Threshold Based on Required Approach Slope*	
				ft	: 1
			ft	ft	: 1
			ft	ft	: 1
			ft	ft	: 1
			ft	ft	: 1

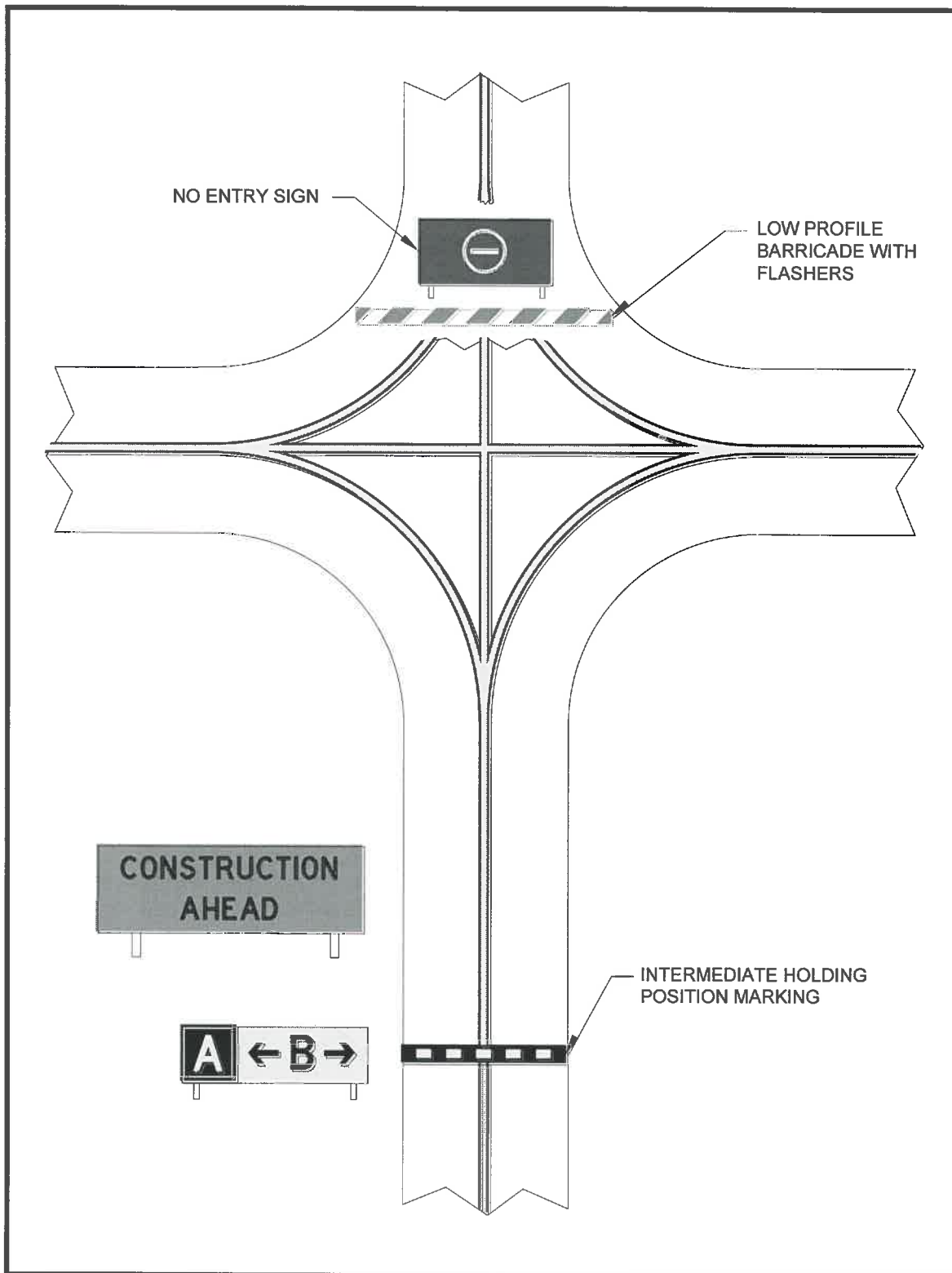
*See AC 150/5300-13 to complete the chart for a specific runway.

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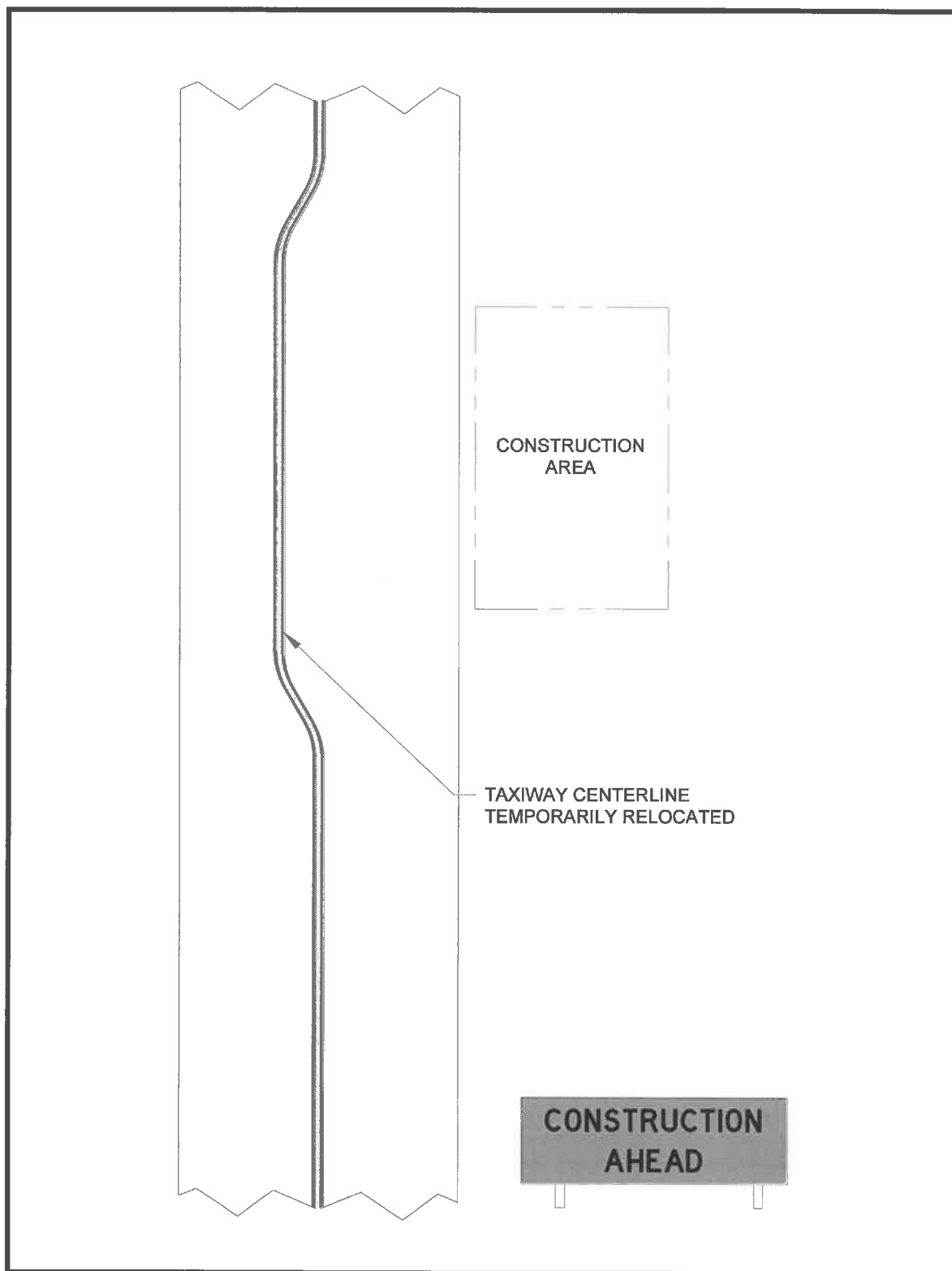
APPENDIX F. ORANGE CONSTRUCTION SIGNS

Figure F-1. Approved Sign Legends



Figure F-2. Orange Construction Sign Example 1

Note: For proper placement of signs, refer to EB 93.

Figure F-3. Orange Construction Sign Example 2

Note: For proper placement of signs, refer to EB 93.

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Advisory Circular Feedback

If you find an error in this AC, have recommendations for improving it, or have suggestions for new items/subjects to be added, you may let us know by (1) mailing this form to Manager, Airport Engineering Division, Federal Aviation Administration ATTN: AAS-100, 800 Independence Avenue SW, Washington DC 20591 or (2) faxing it to the attention of the Office of Airport Safety and Standards at (202) 267-5383.

Subject: AC 150/5370-2G

Date: _____

Please check all appropriate line items:

- ☐ An error (procedural or typographical) has been noted in paragraph _____ on page _____.
- ☐ Recommend paragraph _____ on page _____ be changed as follows:

- ☐ In a future change to this AC, please cover the following subject:
(Briefly describe what you want added.)

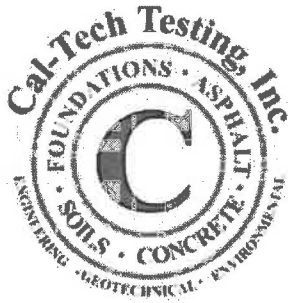
- ☐ Other comments:

- ☐ I would like to discuss the above. Please contact me at (phone number, email address).

Submitted by: _____

Date: _____

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Cal -Tech Testing, Inc.

- Engineering
- Geotechnical
- Environmental

LABORATORIES

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Tel. (386) 755-3633 • Fax (386) 752-5456

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July 20, 2017

AVCON, Inc.
5555 E. Michigan Street, Suite 200
Orlando, Florida 32822

**RE: Geotechnical Investigation Services Report
Kissimmee Gateway Airport-Taxiway E Extension & Obstruction Removal
Kissimmee, Florida
Cal-Tech Testing, Inc. Project No. 17-00429-02**

Dear Mr. Russell D. Holiday, P.E.:

This report presents the results of our geotechnical investigation services performed for the proposed Taxiway E Extension and Obstruction Removal at the Kissimmee Gateway Airport in Kissimmee, Florida. Our geotechnical investigation services were performed in accordance with our proposal dated June 23, 2017 and your subsequent authorization.

The purposes of our geotechnical investigation services were to obtain subsurface soil and exiting pavement information and provide recommendations to aid in the design of the airport Taxiway E extension.

SITE AND PROJECT INFORMATION

Based on our observations during our field work, the Taxiway E consists of an asphalt paved corridor servicing the aircrafts in and out of the airport's runaway 24.

Based on the information provided, the project consists of the construction of an extension to the Taxiway E to the northeast of existing apron areas.

SUBSURFACE SOIL & PAVEMENT EXPLORATION

The subsurface and subgrade soil conditions at the taxiway E extension proposed alignment were investigated by performing a total of six (6) Standard Penetration Test (SPT) borings (B1 through B6) to depths of 6 ft. and by obtaining hand-shovel bulk samples of near-the-surface soils at three (3) locations for determination of the soil California Bearing Ratio (CBR1 through CBR3).

In addition, three (3) field soil permeability tests were performed to determine the soil hydraulic conductivity at the tested locations. An auger boring (A1 through A3) was performed next to each field soil permeability test to obtain soil samples at those locations.

The existing pavement sections at the apron areas and taxiways E and H were investigated by core drilling at six (6) locations (C1 through C6).

The pavement core drilling, SPTs, CBRs and field permeability tests were performed at the locations as indicated by your field representative. Refer to the enclosed Boring & Core Location Plan.

We contacted Sunshine State One Call of Florida to mark out existing, known underground utilities prior to the beginning of our field investigation.

The sampling and penetration procedures of the SPT borings were in general accordance with ASTM D 1586 Penetration Test and Split-Barrel Sampling of Soil, using a power rotary drill rig. The standard penetration tests were performed by driving a standard 1³/₈ inch I.D. and 2 inches O.D. split-spoon sampler with a manual 140-lb hammer falling 30 inches. The number of hammer blows required to drive the sampler a total of 24 inches in 6-inch increments were recorded in the boring logs. The penetration resistance, N-values, is the summation of the 2nd and 3rd 6-inch increments. The penetration resistance is used as an index to derive soil parameters from various empirical correlations.

All soil samples and asphalt core specimens were delivered to our soil laboratory for review by our engineer and additional testing as required.

Laboratory Testing

The pavement core specimens' thicknesses were measured and the soil samples reviewed and classified in the laboratory by our geotechnical engineer. In addition, the near- the-surface soils CBR laboratory tests were performed in general accordance with ASTM D 1883 Standard Test Method for CBR (California Bearing Ration) of Laboratory-Compacted Soils.

SUBSURFACE SOIL & PAVEMENT CONDITIONS

EXISTING APRON AREA AND TAXIWAY PAVEMENT

Our observations of the core specimens indicate the pavement sections at the drilled locations consists of the following materials and thicknesses:

Core No.	Surface Course Material	Surface Course thickness (in)	Base Material	Base Material Thickness (in)	Subgrade Material
C1	Asphalt	2 ¹ / ₄	Limerock	4	Dark gray sand
C2	Concrete	6 ¹ / ₂	No Base	NA	Sand
C3	Asphalt	3 ³ / ₄	Limerock	6	Grayish brown sand
C4	Asphalt	1	Limerock	6	Dark gray sand
C5	Asphalt	1/2	Limerock	6	Dark gray sand
C6	Asphalt	4 ³ / ₄	Limerock	9 ³ / ₄	Gray sand

Photos of the pavement core specimens are shown in the enclosed Pavement and Core Specimens sheet.

PROPOSED TAXIWAY EXTENSION

Generalized Subsurface Profile

Based on the results of our subsurface soil exploration, the generalized soil profile along the proposed taxiway E extension alignment consists of a 3-in thick layer of Topsoil underlain by loose (i.e., $5 < N < 10$) SAND with silt to Silty Sand to the termination depth of the borings at 6 ft.

Details of the subgrade soil profile and N values are included in the boring logs enclosed to this report.

Subgrade Soil Resistance to Penetration

The CBR laboratory test results indicate that the subgrade sand upper 18 inches below the topsoil vary from xx.x% (CBRX) to XX.X% (CBRX) of the resistance to penetration of a standard crushed limestone subgrade when compacted to 100% of the material's Maximum Dry Density. A summary of the CBR laboratory test results is presented in the following table:

CBR No.	Sample Depth (in)	CBR ¹ (%)	Max. Dry Density ² (lb/ft ³)	Optimum Moisture (%)
CBR1	0-18			
CBR2	0-18			
CBR3	0-18			

1-At 100% of Maximum Dry Density per ASTM D-1557

2-ASTM D-1557

The "Report of Laboratory California Bearing Ratio & Modified Proctor Test" of each sample is enclosed to this report.

FIELD SOIL PERMEABILITY TEST

Our analyses of the data recorder during the field soil permeability tests indicate a Vertical Unsaturated Hydraulic Conductivity (Kuv) of 0.63 ft/day to 1.46 ft/day and suggest a Horizontal Saturated Hydraulic Conductivity (Ksh) of 1.41 ft/day to 3.29 ft/day. The following table summarizes the results of field soil permeability test results:

Test Location	Kuv (ft/day)	Ksh (ft/day)	Depth to Confining Layer (ft.)	Fillable Porosity (%)
A1	1.46	3.29	Not encountered*	-25
A2	1.06	2.38	Not encountered*	-25
A3	0.63	1.41	Not encountered*	-25

*Not encountered to the termination depth of the boring at 7 ft.

GROUNDWATER

During the drilling of the borings, the groundwater was encountered at a depth of 1.5 ft. at all SPT boring locations and at 4.8 ft. to 6 ft. at the auger boring locations.

Web available information from the United States Department of Agriculture (USDA) Natural Resources Conservation Services (NRCS) indicates improvement work within the airport is located within a soil map unit with a water table at depths from 6 to 18 inches below natural grade.

DESIGN CONSIDERATIONS & RECOMMENDATIONS

In accordance with the United States Department of Transportation Federal Aviation Administration (FAA) Advisory Circular AC 150-5320-6F dated November 10, 2016, the existing subgrade sand is graded as good suitable soil for pavement subgrade. However, stabilization of the upper 24 inches of the subgrade Sand with silt is advisable prior to placement of the new asphalt pavement.

Stabilization should be performed by compaction with at least 15, 1-ft. overlapping, passes of a 10-ton vibratory roller operated at a speed of 2.2 ft/sec. At least 95% of the subgrade material's Maximum Dry Density, as determined by the appropriate ASTM method indicated in the Federal Aviation (FAA) Advisory Circular 150-5320-6F, should be attained on the upper 12 inches.

In addition to the above recommendations, the design, preparation and construction of the proposed pavement sections and materials should comply with FAA current guidelines.

LIMITATIONS

Information on subsurface strata and groundwater levels shown on the logs represent conditions encountered only at the locations indicated and at the time of the investigation. If different conditions are encountered during construction, they should be immediately brought to our attention for evaluation as they may affect our recommendations.

Environmental issues (such as potentially contaminated soil and groundwater) are outside the scope of this study and should be addressed in a separate study.

CLOSURE

It has been a pleasure working with you and we look forward to continuing our work on this and future projects.

Sincerely,

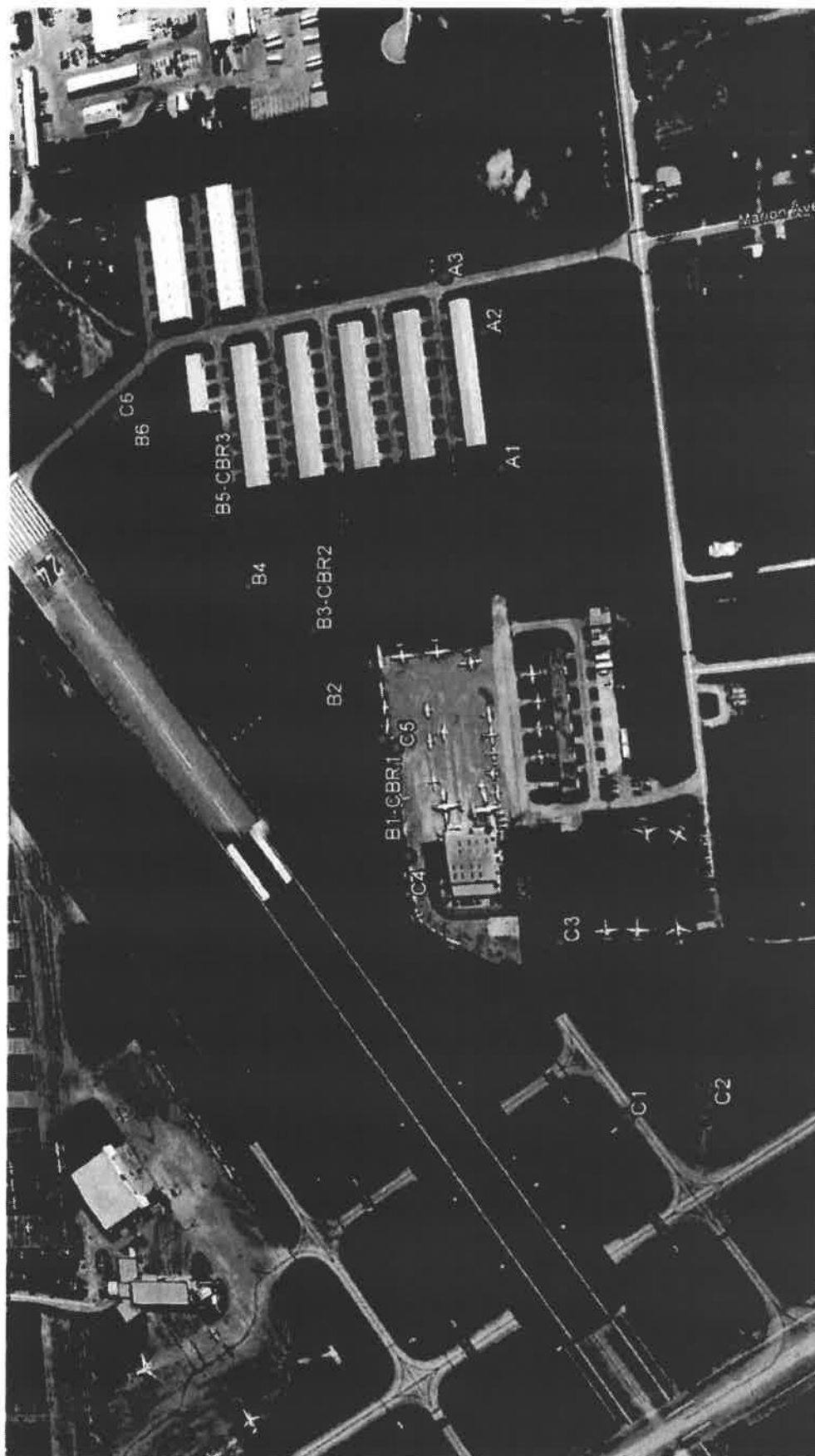
Cal-Tech Testing, Inc

Ivan E. Marcano, M.S., P.E.
Sr. Geotechnical Engineer

Mike Stalvey, Jr.
Vice-President

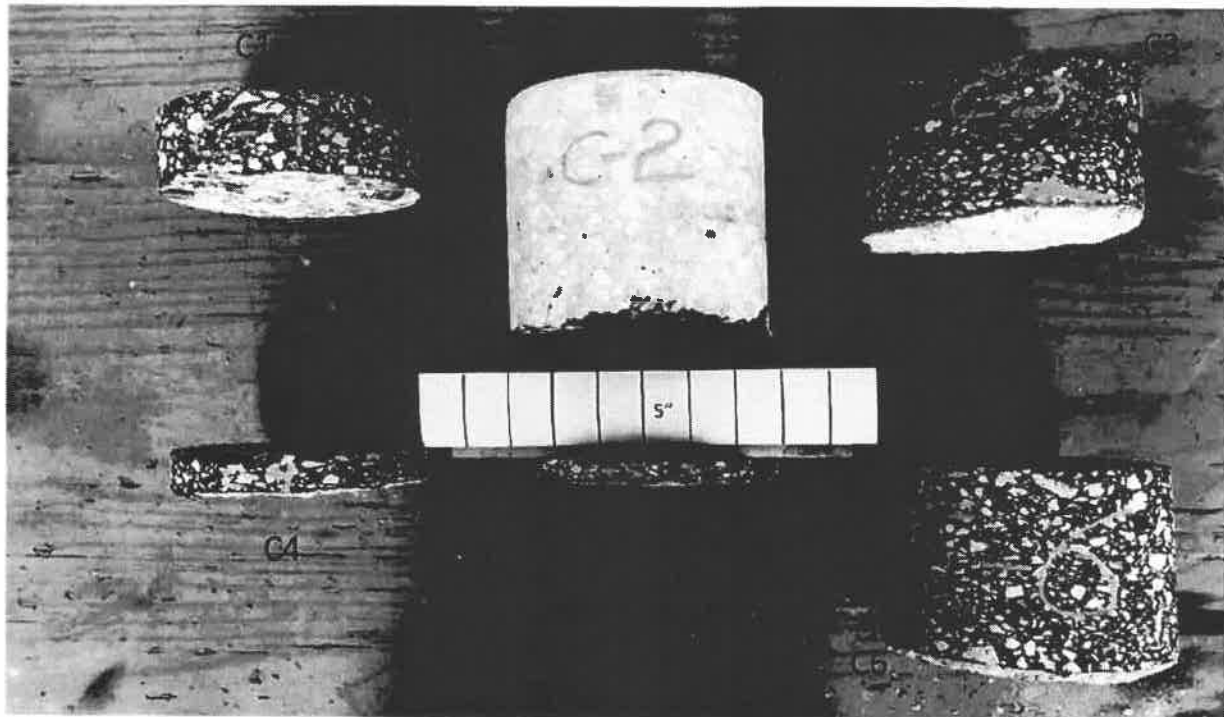
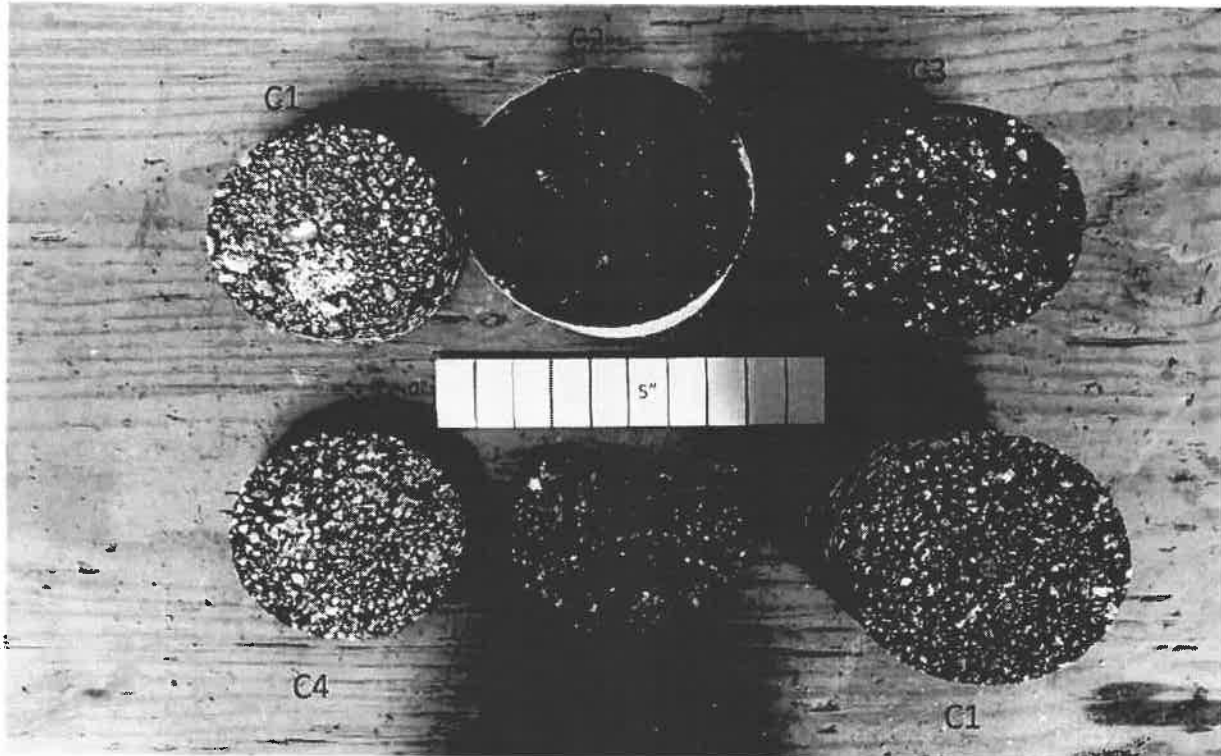
Gary W. McCollum
Executive Vice President

Enclosures:
Report of Lab. California Bearing Ratio
Boring and Core Location Plan
Pavement Core Specimen Photos
Boring Logs



BORING & CORE LOCATION PLAN
Taxiway E Extension and Obstruction Removal
Kissimmee Gateway Airport-Kissimmee, Florida

CAL-TECH TESTING, INC.
P.O. BOX 1625
Lake City, Florida 32056-1625
Phone: (386) 755-3633
Fax: (386) 752-5456



CAL-TECH TESTING, INC.
P.O. BOX 1625

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PAVEMENT CORE SPECIMENS

C1 through C6

Taxiway E Extension & Obstruction Removal
Kissimmee Gateway Airport
Kissimmee, Florida



Cal-Tech Testing, Inc.
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Lake City, FL 32024
Telephone: 386-755-3633
Fax: 386-755-3633

BORING NUMBER A1

PAGE 1 OF 1

CLIENT AVCON, Inc.

PROJECT NAME Taxiway E Extension & Obstruction Removal

PROJECT NUMBER 17-00429-02

PROJECT LOCATION Kissimmee Gateway Airport, Kissimmee, Florida

DATE STARTED 7/7/17 COMPLETED 7/7/17

GROUND ELEVATION 0 ft HOLE SIZE 3-in dia. x 7 ft. depth

DRILLING CONTRACTOR Cal-Tech Testing, Inc.

GROUND WATER LEVELS:

DRILLING METHOD Hand Auger

☒ AT TIME OF DRILLING 6.00 ft / Elev -6.00 ft

LOGGED BY E.J. CHECKED BY I.M.

AT END OF DRILLING ---

NOTES Elev. referred to ground surface

AFTER DRILLING ---

ELEV. (ft)	MATERIAL DESCRIPTION	SYMBOL LOG	DEPTH SCALE (ft)	SAMPLE DATA				REMARKS (DRILLING FLUID, DEPTH OF CASING, FLUID LOSS, DRILLING RESISTANCE, ETC.)
				NUMBER	TYPE	RECOVERY (%) (RQD) %	BLOW COUNTS (N VALUE)	
	TOPSOIL			1	AU	100		Boring Location Coordinates: N 28°17'26.7" W 81°25'52.5" AU=Hand Auger
	Very pale brown SAND (SP)			2	AU	100		
	Very dark gray SAND with silt (SP-SM)		2	3	AU	100		
-2.5	Yellowish brown SAND with silt (SP-SM)			4	AU	100		
	Light brownish gray SAND (SP)		4	4	AU	100		
-5.0	Light brownish gray SAND (SP)		6					
	Bottom of borehole at 7.0 feet.							

GEOTECH.BH COLUMNS - DATA ENTRY LATEST UPDATE GDT - 7/14/17 12:59 - C:\PROGRAM FILES\BORGING\PROJECTS\KISSIMMEE GATEWAY AIRPORT.GPJ



Cal-Tech Testing, Inc.
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Lake City, FL 32024
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BORING NUMBER A2

PAGE 1 OF 1

CLIENT AVCON, Inc.

PROJECT NAME Taxiway E Extension & Obstruction Removal

PROJECT NUMBER 17-00429-02

PROJECT LOCATION Kissimmee Gateway Airport, Kissimmee, Florida

DATE STARTED 7/7/17

COMPLETED 7/7/17

GROUND ELEVATION 0 ft

HOLE SIZE 3-in dia. x 7 ft. depth

DRILLING CONTRACTOR Cal-Tech Testing, Inc.

GROUND WATER LEVELS:

DRILLING METHOD Hand Auger

▽ AT TIME OF DRILLING 5.50 ft / Elev -5.50 ft

LOGGED BY E.J.

CHECKED BY I.M.

AT END OF DRILLING --

NOTES Elev. referred to ground surface

AFTER DRILLING --

ELEV. (ft)	MATERIAL DESCRIPTION	SYMBOL LOG	DEPTH SCALE (ft)	SAMPLE DATA				REMARKS (DRILLING FLUID, DEPTH OF CASING, FLUID LOSS, DRILLING RESISTANCE, ETC.)
				NUMBER	TYPE	RECOVERY (%) (RQD) %	BLOW COUNTS (N VALUE)	
	TOPSOIL							Boring Location Coordinates: N 28°17'26.8" W 81°25'49.2" AU=Hand Auger
	Very dark gray SAND with silt (SP-SM)			1	AU	100		
-2.5			2					
	Grayish brown SAND (SP)			2	AU	100		
			4					
-5.0	Very dark brown SILTY SAND (SM)							
				3	AU	100		
			6					
	Very dark brown SILTY SAND (SM)							
	Bottom of borehole at 7.0 feet.							

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BORING NUMBER A3

PAGE 1 OF 1

CLIENT AVCON, Inc.

PROJECT NAME Taxiway E Extension & Obstruction Removal

PROJECT NUMBER 17-00429-02

PROJECT LOCATION Kissimmee Gateway Airport, Kissimmee, Florida

DATE STARTED 7/7/17

COMPLETED 7/7/17

GROUND ELEVATION 0 ft

HOLE SIZE 3-in dia. x 7 ft. depth

DRILLING CONTRACTOR Cal-Tech Testing, Inc.

GROUND WATER LEVELS:

DRILLING METHOD Hand Auger

▽ AT TIME OF DRILLING 4.80 ft / Elev -4.80 ft

LOGGED BY E.J.

CHECKED BY I.M.

AT END OF DRILLING --

NOTES Elev. referred to ground surface

AFTER DRILLING --

ELEV. (ft)	MATERIAL DESCRIPTION	SYMBOL LOG	DEPTH SCALE (ft)	SAMPLE DATA			REMARKS (DRILLING FLUID, DEPTH OF CASING, FLUID LOSS, DRILLING RESISTANCE, ETC.)
				NUMBER	TYPE	RECOVERY (%) (RQD) %	
	TOPSOIL						Boring Location Coordinates: N 28°17'27.5" W 81°25'47.7" AU=Hand Auger
	Graysh brown SAND with silt (SP-SM)						
-2.5	Graysh brown SAND with silt (SP-SM)		2	1	AU	100	
			4				
-5.0	▽ Graysh brown SAND with silt (SP-SM)						
	Very dark brown SILTY SAND (SM)		6	2	AU	100	
	Bottom of borehole at 7.0 feet.						

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BORING NUMBER B1

PAGE 1 OF 1

CLIENT AVCON, Inc.

PROJECT NAME Taxiway E Extension & Obstruction Removal

PROJECT NUMBER 17-00429-02

PROJECT LOCATION Kissimmee Gateway Airport, Kissimmee, Florida

DATE STARTED 7/6/17 COMPLETED 7/6/17

GROUND ELEVATION 0 ft HOLE SIZE 3-in dia. x 6 ft. depth

DRILLING CONTRACTOR Cal-Tech Testing, Inc.

GROUND WATER LEVELS:

DRILLING METHOD SPT

▽ AT TIME OF DRILLING 1.50 ft / Elev -1.50 ft

LOGGED BY E.J. CHECKED BY I.M.

AT END OF DRILLING ---

NOTES Elev. referred to ground surface

AFTER DRILLING --

ELEV. (ft)	MATERIAL DESCRIPTION	SYMBOL LOG	DEPTH SCALE (ft)	SAMPLE DATA				REMARKS (DRILLING FLUID, DEPTH OF CASING, FLUID LOSS, DRILLING RESISTANCE, ETC.)
				NUMBER	TYPE	RECOVERY (%) (ROD) %	BLOW COUNTS (N VALUE)	
	TOPSOIL							
	Light gray SAND with silt (SP-SM)		1	1	SS	79	2-4-4-8 (8)	Boring Location Coordinates: N 28°17'29.9" W 81°25'58.7" SS=Split Spoon SS-2 Lab Soil Test Results: Fine content=14.9%
▽			2					
-2.5	Very dark Brown SILTY SAND (SM)		2	2	SS	83	6-6-5-4 (11)	
			4					
-5.0	Very dark Brown SILTY SAND (SM)		3	3	SS	88	3-3-4-4 (7)	
			6					
	Bottom of borehole at 6.0 feet.							

GEOTECH BH COLUMNS - DATA ENTRY LATEST UPDATE.GDT - 7/20/17 16:12 - C:\PROGRAM FILES (X86)\GINT\PROJECT\KISSIMMEE GATEWAY AIRPORT.GPJ



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BORING NUMBER B2

PAGE 1 OF 1

CLIENT AVCON, Inc. PROJECT NAME Taxiway E Extension & Obstruction Removal
PROJECT NUMBER 17-00429-02 PROJECT LOCATION Kissimmee Gateway Airport, Kissimmee, Florida
DATE STARTED 7/6/17 COMPLETED 7/6/17 GROUND ELEVATION 0 ft HOLE SIZE 3-in dia. x 6 ft. depth
DRILLING CONTRACTOR Cal-Tech Testing, Inc. GROUND WATER LEVELS:
DRILLING METHOD SPT ☒ AT TIME OF DRILLING 1.50 ft / Elev -1.50 ft
LOGGED BY E.J. CHECKED BY I.M. AT END OF DRILLING --
NOTES Elev. referred to ground surface AFTER DRILLING --

ELEV. (ft)	MATERIAL DESCRIPTION	SYMBOL LOG	DEPTH SCALE (ft)	SAMPLE DATA				REMARKS (DRILLING FLUID, DEPTH OF CASING, FLUID LOSS, DRILLING RESISTANCE, ETC.)
				NUMBER	TYPE	RECOVERY (%) (RQD) %	BLOW COUNTS (N VALUE)	
	TOPSOIL							Boring Location Coordinates: N 28°17'30.8" W 81°25'57.3" SS=Split Spoon SS-1 Lab Soil Test Results: Fine content=5.1%
	Ligth gray SAND with silt (SP-SM)			1	SS	83	1-3-3-4 (6)	
-2.5			2					
	Dark yellowish brown SAND with silt (SP-SM)			2	SS	88	4-6-5-5 (11)	
			4					
-5.0				3	SS	88	3-2-2-5 (4)	
	Brown SILTY SAND (SM)		6					
	Bottom of borehole at 6.0 feet.							

GEOTECH BH COLUMNS - DATA ENTRY LATEST UPDATE: GDT - 7/20/17 16:12 - C:\PROGRAM FILES (X86)\GIN T\PROJECTS\KISSIMMEE GATEWAY AIRPORT.GPJ



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BORING NUMBER B3

PAGE 1 OF 1

CLIENT AVCON, Inc.

PROJECT NAME Taxiway E Extension & Obstruction Removal

PROJECT NUMBER 17-00429-02

PROJECT LOCATION Kissimmee Gateway Airport, Kissimmee, Florida

DATE STARTED 7/6/17 COMPLETED 7/6/17

GROUND ELEVATION 0 ft HOLE SIZE 3-in dia. x 6 ft. depth

DRILLING CONTRACTOR Cal-Tech Testing, Inc.

GROUND WATER LEVELS:

DRILLING METHOD SPT

▽ AT TIME OF DRILLING 1.50 ft / Elev -1.50 ft

LOGGED BY E.J. CHECKED BY I.M.

AT END OF DRILLING --

NOTES Elev. referred to ground surface

AFTER DRILLING --

ELEV. (ft)	MATERIAL DESCRIPTION	SYMBOL LOG	DEPTH SCALE (ft)	SAMPLE DATA				REMARKS (DRILLING FLUID, DEPTH OF CASING, FLUID LOSS, DRILLING RESISTANCE, ETC.)
				NUMBER	TYPE	RECOVERY (%) (RQD) %	BLOW COUNTS (N VALUE)	
	TOPSOIL							
	Light gray SANDS with silt (SP-SM)			1	SS	83	2-4-3-4 (7)	Boring Location Coordinates: N 28°17'31.2" W 81°25'55.8" SS=Split Spoon
			2					
-2.5				2	SS	88	4-6-5-7 (11)	
	Yellowish brown SAND with silt (SP-SM)		4					
-5.0				3	SS	83	4-3-5-6 (8)	
	Very dark brown SILTY SAND (SM)		6					
	Bottom of borehole at 6.0 feet.							

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BORING NUMBER B4

PAGE 1 OF 1

CLIENT AVCON, Inc.

PROJECT NAME Taxiway E Extension & Obstruction Removal

PROJECT NUMBER 17-00429-02

PROJECT LOCATION Kissimmee Gateway Airport, Kissimmee, Florida

DATE STARTED 7/7/17 COMPLETED 7/7/17

GROUND ELEVATION 0 ft HOLE SIZE 3-in dia. x 6 ft. depth

DRILLING CONTRACTOR Cal-Tech Testing, Inc.

GROUND WATER LEVELS:

DRILLING METHOD SPT

▽ AT TIME OF DRILLING 1.50 ft / Elev -1.50 ft

LOGGED BY E.J. CHECKED BY J.M.

AT END OF DRILLING --

NOTES Elev. referred to ground surface

AFTER DRILLING --

ELEV (ft)	MATERIAL DESCRIPTION	SYMBOL LOG	DEPTH SCALE (ft)	SAMPLE DATA				REMARKS (DRILLING FLUID, DEPTH OF CASING, FLUID LOSS, DRILLING RESISTANCE, ETC.)
				NUMBER	TYPE	RECOVERY (%) (ROD) %	BLOW COUNTS (N VALUE)	
	TOPSOIL							Boring Location Coordinates: N 28°17'32.6" W 81°25'54.5" SS=Split Spoon
	Gray SAND with silt (SP-SM)			1	SS	79	2-3-2-3 (5)	
-2.5	Yellowish SAND with silt (SP-SM)		2	2	SS	88	4-5-5-3 (10)	
-5.0	Dark grayish brown SAND with silt (SP-SM)		4	3	SS	92	3-4-5-4 (9)	
			6					
	Bottom of borehole at 6.0 feet.							

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BORING NUMBER B5

PAGE 1 OF 1

CLIENT AVCON, Inc. PROJECT NAME Taxiway E Extension & Obstruction Removal
PROJECT NUMBER 17-00429-02 PROJECT LOCATION Kissimmee Gateway Airport, Kissimmee, Florida
DATE STARTED 7/7/17 COMPLETED 7/7/17 GROUND ELEVATION 0 ft HOLE SIZE 3-in dia. x 6 ft. depth
DRILLING CONTRACTOR Cal-Tech Testing, Inc. GROUND WATER LEVELS:
DRILLING METHOD SPT ☒ AT TIME OF DRILLING 1.50 ft / Elev -1.50 ft
LOGGED BY E.J. CHECKED BY J.M. AT END OF DRILLING —
NOTES Elev. referred to ground surface AFTER DRILLING —

ELEV. (ft)	MATERIAL DESCRIPTION	SYMBOL LOG	DEPTH SCALE (ft)	SAMPLE DATA			REMARKS (DRILLING FLUID, DEPTH OF CASING, FLUID LOSS, DRILLING RESISTANCE, ETC.)
				NUMBER	TYPE	BLOW COUNTS (N VALUE)	
	TOPSOIL						Boring Location Coordinates: N 28°17'33.3" W 81°25'52.6"
	Gray SAND with silt (SP-SM)			1	SS	79	
	Dark yellowish SAND with silt (SP-SM)		2			2-3-3-3 (6)	SS=Split Spoon SS-2 Lab Soil Test Results: Fine content=7.1% Organic content=3.3%
-2.5	Dark yellowish SAND with silt (SP-SM)		4	2	SS	88	
	Dark yellowish SAND with silt (SP-SM)					4-6-4-5 (10)	
-5.0	Yellowish brown SAND (SP)		6	3	SS	88	
						3-5-6-7 (11)	
	Bottom of borehole at 6.0 feet.						

GEOTECH BH COLUMNS - DATA ENTRY LATEST UPDATE GDT - 7/20/17 16:12 - C:\PROGRAM FILES (X86)\CONTI-PROJECTS\KISSIMMEE GATEWAY AIRPORT.GPJ



Cal-Tech Testing, Inc.
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Lake City, FL 32024
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BORING NUMBER B6

PAGE 1 OF 1

CLIENT AVCON, Inc.

PROJECT NAME Taxiway E Extension & Obstruction Removal

PROJECT NUMBER 17-00429-02

PROJECT LOCATION Kissimmee Gateway Airport, Kissimmee, Florida

DATE STARTED 7/7/17 COMPLETED 7/7/17

GROUND ELEVATION 0 ft HOLE SIZE 3-in dia. x 6 ft. depth

DRILLING CONTRACTOR Cal-Tech Testing, Inc.

GROUND WATER LEVELS:

DRILLING METHOD SPT

▽ AT TIME OF DRILLING 1.50 ft / Elev -1.50 ft

LOGGED BY E.J. CHECKED BY I.M.

AT END OF DRILLING ---

NOTES Elev. referred to ground surface

AFTER DRILLING ---

ELEV. (ft)	MATERIAL DESCRIPTION	SYMBOL LOG	DEPTH SCALE (ft)	SAMPLE DATA				REMARKS (DRILLING FLUID, DEPTH OF CASING, FLUID LOSS, DRILLING RESISTANCE, ETC.)
				NUMBER	TYPE	RECOVERY (%) (ROD) %	BLOW COUNTS (N VALUE)	
	TOPSOIL							
	Dark gray SAND with silt (SP-SM)			1	SS	79	1-2-3-3 (5)	Boring Location Coordinates: N 28°17'35.0" W 81°25'49.6" SS=Split Spoon
▽								
-2.5	Dark gray SAND with silt (SP-SM)		2					
				2	SS	88	6-10-11-11 (21)	
	Light brownish gray SAND (SP)		4					
-5.0								
	Light brownish gray SAND (SP)			3	SS	88	7-15-17-20 (32)	
			6					
	Bottom of borehole at 6.0 feet.							

GEOTECH BH COLUMNS - DATA ENTRY LATEST UPDATE.GDT - 7/14/17 12:59 - C:\PROGRAM FILES (X86)\GIN\PROJECTS\KISSIMMEE GATEWAY AIRPORT.GPJ



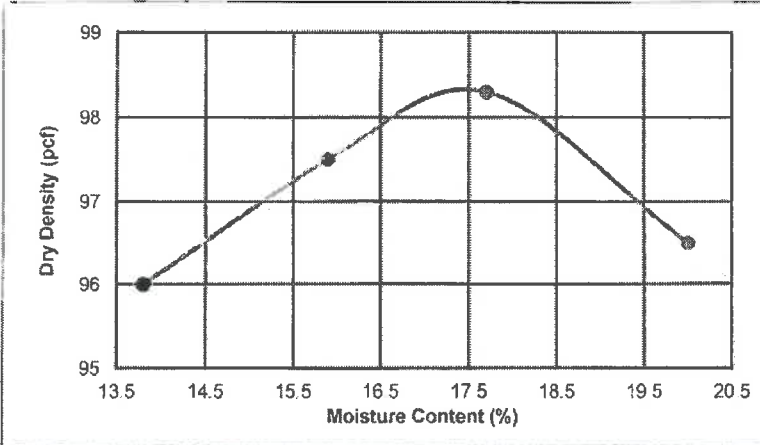
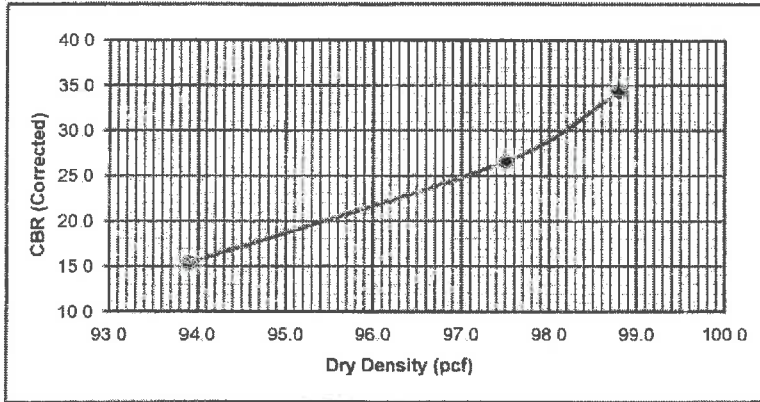
Cal-Tech Testing, Inc.

- Engineering P O Box 1625 • Lake City, FL 32056-1625 • Tel(386)755-3633 • Fax(386)752-5456
- Geotechnical 7540 103rd Street, Suite 215, Jacksonville, FL 32210
- Environmental

REPORT OF LABORATORY CALIFORNIA BEARING RATIO & MODIFIED PROCTOR TESTS (ASTM D-1883, ASTM D-1557)

Client: AVCON, Inc. 5555 E. Michigan Street, Suite 200 Orlando, FL 32822
Project Name: Kissimmee Gateway Airport, TW E Extension (24 End) & Obstruction Removal
Project Location: Kissimmee, FL
Contractor: AVCON, Inc.

File No.: 17-00429-02
Report Date: 07/21/2017
Lab No.: 20261



Sample No.: CBR-1

CBR @ 100% Compaction:	31.0
CBR @ 98% Compaction:	23.0
Dry Density (pcf):	98.3
Optimum Moisture (%):	17.4
Carbonates (%):	Not Recorded
Pass 3 1/2" Sieve (%):	100
Pass 3/4" Sieve (%):	100
Pass No. 4 Sieve (%):	100
Pass No. 10 Sieve (%):	===
Pass No. 40 Sieve (%):	===
Pass No. 200 Sieve (%):	5.8
Liquid Limit:	NA
Plastic Limit:	NP
Plasticity Index:	NP

CBR SPECIMENS COMPACTION DATA

Number of Blows:	10	25	64	===
Surcharge (lb):	10	10	10	===
Initial Moisture Content (%):	17.1	16.7	16.8	===
Initial Dry Density (pcf):	93.9	97.5	98.8	===
Final Moisture Content (%):	23.6	21.1	20.0	===
Final Dry Density (pcf):	89.0	94.0	96.2	===
CBR _{0.1} (uncorrected):	12.5	16.0	19.1	===
CBR _{0.1} (corrected):	15.4	26.6	34.4	===
Curing Condition:	Submerged	Submerged	Submerged	===
Swell (%):	Not Recorded	Not Recorded	Not Recorded	===

The test results presented in this report are specific only to the samples tested at the time of testing. The tests were performed in accordance with generally accepted methods and standards. Since material conditions can vary between test locations and change with time, sound judgment should be exercised with regard to the use and interpretation of the data. This report shall not be reproduced without prior approval of the author.

Sample Description: White Sand with Silt (SP-SM)

Sample Location: On-Site
Proposed Use: Subgrade
Sampled By: M. Curtis **Date:** 07/07/2017
Delivered to Lab: M. Curtis **Date:** 07/10/2017
Tested By: J. Richter **Date:** 07/19/2017
cc: File

Date: 07/24/17
Licensed, Florida No.: 65550





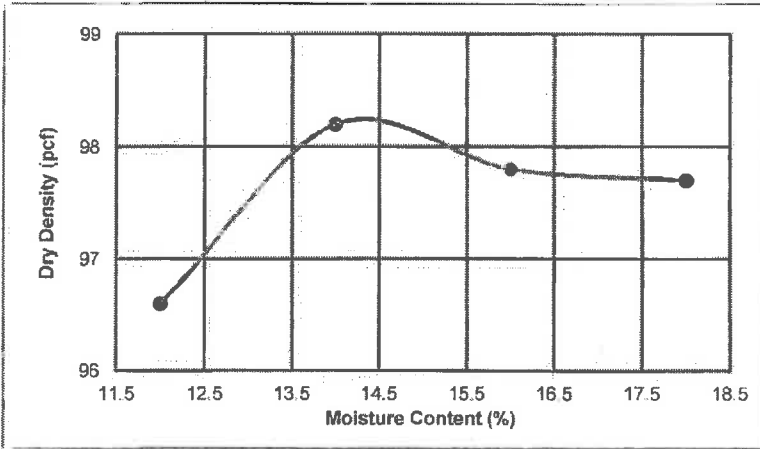
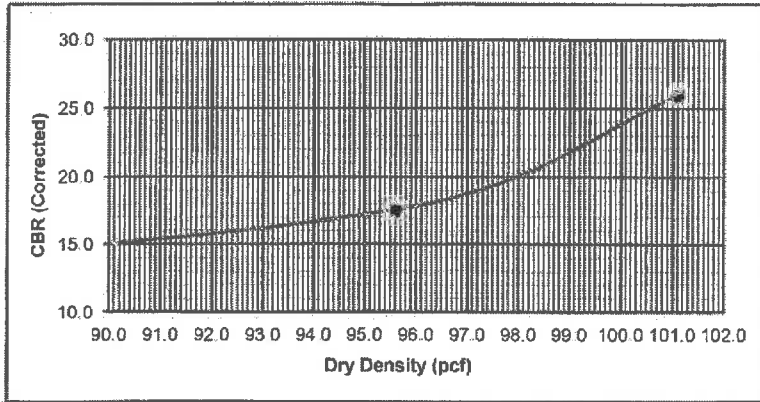
Cal-Tech Testing, Inc.

- Engineering P.O. Box 1625 • Lake City, FL 32056-1625 • Tel(386)755-3633 • Fax(386)752-5456
- Geotechnical 7540 103rd Street, Suite 215, Jacksonville, FL 32210
- Environmental

REPORT OF LABORATORY CALIFORNIA BEARING RATIO & MODIFIED PROCTOR TESTS (ASTM D-1883, ASTM D-1557)

Client: AVCON, Inc. 5555 E. Michigan Street, Suite 200 Orlando, FL 32822
Project Name: Kissimmee Gateway Airport, TW E Extension (24 End) & Obstruction Removal
Project Location: Kissimmee, FL
Contractor: AVCON, Inc.

File No: 17-00429-02
Report Date: 07/21/2017
Lab No: 20262



Sample No.: CBR-2

CBR @ 100% Compaction:	20.2
CBR @ 98% Compaction:	18.0
Dry Density (pcf):	98.3
Optimum Moisture (%):	14.4
Carbonates (%):	Not Recorded
Pass 3 1/2" Sieve (%):	100
Pass 3/4" Sieve (%):	100
Pass No. 4 Sieve (%):	100
Pass No. 10 Sieve (%):	===
Pass No. 40 Sieve (%):	===
Pass No. 200 Sieve (%):	4.4
Liquid Limit:	NA
Plastic Limit:	NP
Plasticity Index:	NP

CBR SPECIMENS COMPACTION DATA

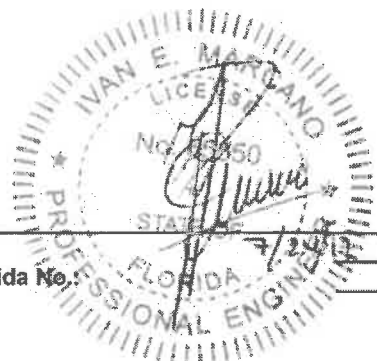
Number of Blows:	10	25	64	===
Surcharge (lb):	10	10	10	===
Initial Moisture Content (%):	15.0	13.9	14.2	===
Initial Dry Density (pcf):	76.6	95.6	101.1	===
Final Moisture Content (%):	23.1	22.1	21.5	===
Final Dry Density (pcf):	71.6	89.2	95.0	===
CBR _{0.1} (uncorrected)	4.2	8.4	14.5	===
CBR _{0.1} (corrected)	10.6	17.6	26.0	===
Curing Condition	Submerged	Submerged	Submerged	===
Swell (%)	Not Recorded	Not Recorded	Not Recorded	===

The test results presented in this report are specific only to the samples tested at the time of testing. The tests were performed in accordance with generally accepted methods and standards. Since material conditions can vary between test locations and change with time, sound judgment should be exercised with regard to the use and interpretation of the data. This report shall not be reproduced without prior approval of the author.

Sample Description: White & Gray Sand (SP)

Sample Location: On-Site
Proposed Use: Subgrade
Sampled By: M. Curtis **Date:** 07/07/2017
Delivered to Lab: M. Curtis **Date:** 07/10/2017
Tested By: J. Richter **Date:** 07/19/2017
cc: 1cc: File

Date: 7/24/17
Licensed, Florida No.: 65550





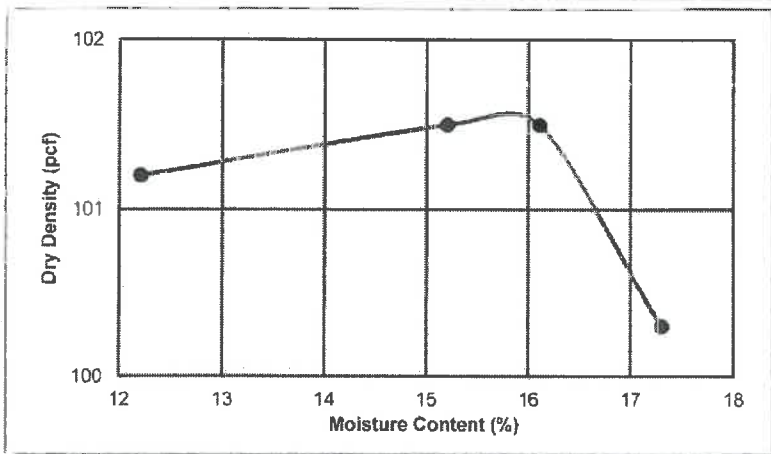
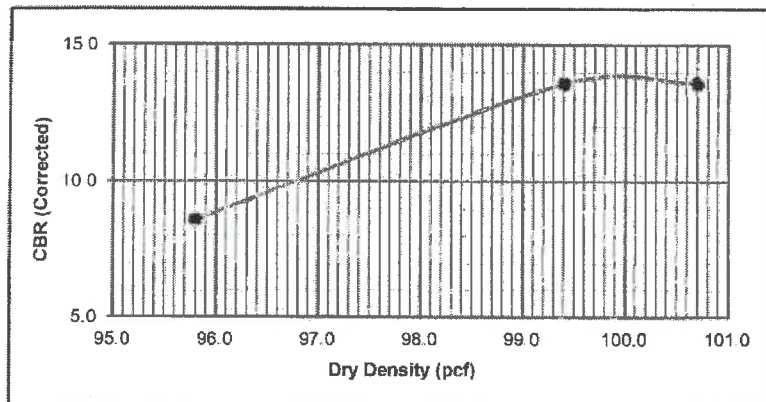
Cal-Tech Testing, Inc.

- **Engineering** P O. Box 1625 • Lake City, FL 32056-1625 • Tel(386)755-3633 • Fax(386)752-5456
- **Geotechnical** 7540 103rd Street, Suite 215, Jacksonville, FL 32210
- **Environmental**

REPORT OF LABORATORY CALIFORNIA BEARING RATIO & MODIFIED PROCTOR TESTS (ASTM D-1883, ASTM D-1557)

Client: AVCON, Inc. 5555 E. Michigan Street, Suite 200 Orlando, FL 32822
Project Name: Kissimmee Gateway Airport, TWE Extension (24 End) & Obstruction Removal
Project Location: Kissimmee, FL
Contractor: AVCON, Inc.

File No: 17-00429-02
Report Date: 07/21/2017
Lab No: 20263



Sample No.:	CBR-3
CBR @ 100% Compaction:	13.6
CBR @ 98% Compaction:	13.6
Dry Density (pcf):	101.6
Optimum Moisture (%):	15.8
Carbonates (%):	Not Recorded
Pass 3 1/2" Sieve (%):	100
Pass 3/4" Sieve (%):	100
Pass No. 4 Sieve (%):	100
Pass No. 10 Sieve (%):	===
Pass No. 40 Sieve (%):	===
Pass No. 200 Sieve (%):	5.9
Liquid Limit:	NA
Plastic Limit:	NP
Plasticity Index:	NP

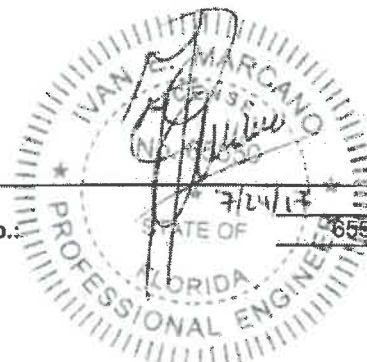
CBR SPECIMENS COMPACTION DATA				
Number of Blows:	10	25	64	===
Surcharge (lb):	10	10	10	===
Initial Moisture Content (%):	16.6	16.5	16.5	===
Initial Dry Density (pcf):	95.8	99.4	100.7	===
Final Moisture Content (%):	20.9	19.1	17.3	===
Final Dry Density (pcf):	92.4	97.2	100.0	===
CBR _{0.1} (uncorrected):	5.8	5.0	4.6	===
CBR _{0.1} (corrected):	8.6	13.6	13.6	===
Curing Condition:	Submerged	Submerged	Submerged	===
Swell (%):	Not Recorded	Not Recorded	Not Recorded	===

The test results presented in this report are specific only to the samples tested at the time of testing. The tests were performed in accordance with generally accepted methods and standards. Since material conditions can vary between test locations and change with time, sound judgment should be exercised with regard to the use and interpretation of the data. This report shall not be reproduced without prior approval of the author.

Sample Description: White & Gray Sand (SP)

Sample Location: On-Site
Proposed Use: Subgrade
Sampled By: M. Curtis **Date:** 07/07/2017
Delivered to Lab: M. Curtis **Date:** 07/10/2017
Tested By: J. Richter **Date:** 07/19/2017
cc: 1cc: File

Date: 7/24/17
Licensed, Florida No.: 65550





UNIVERSAL

ENGINEERING SCIENCES

ASBESTOS SURVEY
KISSIMMEE GATEWAY AIRPORT
TAXIWAY E EXTENSION PROJECT
KISSIMMEE JET CENTER BUILDING
KISSIMMEE, OSCEOLA COUNTY, FLORIDA

UES Project No. 0140.1700185.0000
Report No. 1459861
Date: June 2017

Prepared For:

AVCON, INC
5555 E. Michigan Street, Suite 200
Orlando, FL 32822

Prepared By:

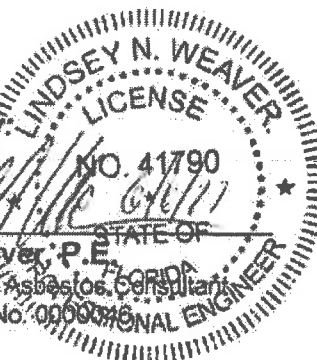
Universal Engineering Sciences, Inc.
3532 Maggie Boulevard
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(407) 423-0504
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COA #00000549

Prepared By:


Robert B. Sport, CIAQP
Senior Project Manager
EPA Accredited Asbestos Inspector
EPA Accredited Asbestos Management Planner

Reviewed By:


Lindsey N. Weaver, P.E.
Florida Licensed Asbestos Consultant
Florida License No. 00000186



Consultants in: Geotechnical Engineering • Environmental Sciences • Construction Materials Testing • Threshold Inspection
Offices in: Atlanta • Daytona Beach • DeBary • Fort Myers • Fort Pierce • Gainesville • Jacksonville • Leesburg • Miami • Ocala
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1.0 INTRODUCTION

1.1 GENERAL

In this report, Universal Engineering Sciences, Inc. (UES) presents the results of the Asbestos Containing Materials (ACMs) Evaluation. The evaluation was performed on May 23, 2017 for the interior, exterior, and roof of the Kissimmee Jet Center Building, located at 3031 Patrick Street, Kissimmee, Osceola County, Florida. This service was conducted according to the proposal, 1445649.1, dated April 17, 2017. This service was authorized by the Agreement for Professional Services, dated May 22, 2017.

1.2 PURPOSE AND SCOPE

The purpose of this study was to perform an evaluation of the interior, exterior and roof of the structure for the presence of ACMs. The activities and procedures used to accomplish this task are as follows:

1. Review available information concerning the structure including the date of initial construction, significant renovations, types of construction, various types of mechanical systems, and information regarding the use of the structure.
2. Walk-through and observe accessible areas within the structure to identify, locate, and assess suspect ACMs.
3. Obtain samples of each suspect ACM.
4. Analyze the collected samples at a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory using Polarized Light Microscopy (PLM) for the presence of asbestos fibers.
5. Prepare and submit a report of our findings.

Complete destructive observation and sampling procedures were not generally used during our evaluation of the structure. Inaccessible areas within the structure, such as crawl-spaces, inside other sealed areas, under mirrors and behind architectural details are beyond the scope of this study. The scope of our investigation did not include an evaluation of fixtures, equipment, or stored materials.

2.0 BUILDING CHARACTERISTICS AND INFORMATION

2.1 GENERAL

The subject property consists of the Kissimmee Jet Center Building. The structure was located at 3031 Patrick Street, Kissimmee, Osceola County, Florida.

The building is a single-story slab-on-grade structure. The building was constructed with sheet metal walls and a metal roof system.

2.2 MECHANICAL SYSTEMS

None of the mechanical systems associated with the structure had any visible suspect asbestos containing insulations.

2.3 AVAILABLE MATERIAL INFORMATION

UES was not provided with copies of building plans or other material information in reference to the structure located within the subject property. The most recent as-built construction plans for building additions and renovations and/or building records were not located through the local municipality, nor provided during the time of the asbestos survey.

2.4 BUILDING USE

At the time of the asbestos survey, the structure was a commercial structure that was located at an operational regional airport.

3.0 BUILDING INSPECTION

Three forms of asbestos containing materials are typically found in buildings: (1) sprayed-on or troweled-on surfacing materials; (2) thermal system insulation on pipes, boilers, and duct work; and (3) miscellaneous materials such as drywall, ceiling tile, and floor tile. A walk-through inspection was conducted to identify these potential asbestos containing materials and other materials present within the interior, exterior and roof of the structure.

3.1 INSPECTION PROCEDURES

Our field inspection was performed by accredited an Environmental Protection Agency (EPA) inspector, Mr. Robert Sport, according to Federal Regulation 49 CFR, Part 763 (AHERA), under the direction of an asbestos consultant licensed in the State of Florida. After a preliminary walk-through of the structures, an inspection was conducted to evaluate the location and extent of the suspect ACMs. Upon identification, these materials were categorized into homogeneous sampling areas (HSA) of the same type, age, visual appearance, texture, composition, and etcetera.

Random, and in some cases judgmental, samples of each homogeneous area of material were then collected. The physical condition and potential for disturbance and damage of each material was assessed. In addition, a tactile inspection of the material was performed to evaluate friability.

If the material, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure, it is considered friable.

On May 23, 2017, UES collected thirty-two (32) samples of suspect ACMs from the interior, exterior and roof of the structure.

3.2 SUSPECT ASBESTOS CONTAINING BUILDING MATERIALS

Based on our review of the available building system information and visual survey of the structure, UES identified thirteen (13) homogenous materials as possibly containing asbestos. Detailed information concerning the description and sample locations of the suspect ACMs is presented on the Asbestos Containing Materials Chains-of-Custodies in **Appendix B**.

4.0 LABORATORY ANALYSIS

4.1 BULK SAMPLES

The samples of the suspect ACM collected during the field inspection were transported with chain-of-custody documentation to EMSL Analytical, Inc., located in Orlando, Florida. EMSL Analytical, Inc. is an accredited laboratory for bulk sample analysis according to the NVLAP. The samples were analyzed for the presence of asbestos fibers using PLM. The analyses were performed according to EPA Method 600/R-93/116 July 1993. Copies of the laboratory reports are included in **Appendix B**.

4.2 POINT COUNT

Samples of the suspect ACM collected during the field inspection were not point counted as part of this survey.

5.0 FINDINGS

The laboratory analyses indicated that asbestos fibers were detected in excess of one percent in one (1) of the homogeneous materials analyzed from the interior, exterior and roof of the structure. Table 1 presents the analytical results of the Suspect Asbestos Containing Materials (SACMs).

Table 1						
HSA	Material	Material Location(s) & Sample Number(s)	Condition	Asbestos Analytical Results	NESHAPS Category	Estimated Quantity
A	Texture on Walls	Parts Room, Hangar Area, Parts Office, Break Area, Restrooms, Hallway, Office 4 (Samples 1-5)	Good	None Detected	N/A	2,000 SF
B	Drywall and Joint Compound	Throughout Building (Samples 6-8)	Good	None Detected	N/A	4,000 SF
C	Tan Adhesive of Carpet	Lobby, Parts Office, Office 1 (Samples 9-10)	Good	None Detected	N/A	500 SF

Table 1

HSA	Material	Material Location(s) & Sample Number(s)	Condition	Asbestos Analytical Results	NESHAPS Category	Estimated Quantity
D	Black Duct Mastic	Throughout Office Area of the Building (Samples 11-12)	Good	7% Chrysotile	Category I – Non-Friable	200 SF
E	2'x4' Ceiling Tile (Fissure Pattern)	Parts Room, File Room, Break Area, Restrooms, Hallway, Office 2, Office 3, Office 4 (Samples 13-14)	Good	None Detected	N/A	3,000 SF
F	2'x4' Replacement Ceiling Tile (Glacier Pattern)	Various Spots (Samples 15-16)	Good	None Detected	N/A	TBD
G	2'x4' Replacement Ceiling Tile (Scattered Pattern)	Various Spots (Samples 17-18)	Good	None Detected	N/A	TBD
H	2'x2' Recessed Ceiling Tile (Glacier Pattern)	Lobby (Samples 19-20)	Good	None Detected	N/A	900 SF
I	2'x4' Replacement Ceiling Tile (New Fissure Pattern)	Few Spots (Samples 21-22)	Good	None Detected	N/A	TBD
J	Exterior Stucco	Exterior Walls (Samples 23-27)	Good	None Detected	N/A	1,500 SF
K	Concrete	Slabs (Samples 28-29)	Good	None Detected	N/A	TBD
L	Silicone Type Dots on Screw Heads	Roof Screws (Sample 30)	Good	None Detected	N/A	TBD
M	Roof Coating	Metal Roof Edge to Hangar Wall (Samples 31-32)	Good	None Detected	N/A	100 LF

NESHAPS = National Emission Standards for Hazardous Air Pollutants

N/A = Not Applicable

SF = Square Feet

LF = Linear Feet

TBD = To Be Determined

***Note* Material Locations are generalizations and may not list all of the locations of the materials.**

6.0 SUMMARY

The inspection of the Kissimmee Jet Center Building, located at 3031 Patrick Street, Kissimmee, Osceola County, Florida, identified thirteen (13) different materials suspected of containing asbestos fibers. Bulk samples of those materials were collected and submitted to a NVLAP accredited laboratory for analysis. The results indicated that one (1) of the suspect materials contained asbestos fibers in excess of one percent.

The black duct mastic, located throughout the office area of the structure, was in good condition. There was approximately 200 square feet of this black duct mastic. This black mastic contained asbestos fibers in excess of one percent and would be classified as Category I, non-friable, according to the current NESHAP regulations.

7.0 REGULATORY INFORMATION

There are federal and state statutes and regulations which govern the abatement and disposal of ACMs. The renovation or demolition of buildings and roofs containing ACMs is regulated under the NESHAP statute. The NESHAP regulations require notification to the controlling agency and removal of all regulated asbestos containing materials (RACM) prior to renovation or demolition. RACM is defined as (1) friable asbestos material, (2) Category I non-friable asbestos containing material that has become friable, (3) Category I non-friable asbestos containing material that will be or has been subjected to sanding, grinding, cutting or abrading, or (4) Category II non-friable asbestos containing material that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by NESHAP. We strongly recommend that you contact the Controlling Agency prior to renovation or demolition regarding the proper disposition of the ACMs. It is important to note that even though an activity may be exempt from the EPA NESHAP regulations, such exemption does not extend to Occupational Safety and Health Administration (OSHA) standards or other state and federal statutes.

Renovation or demolition activities in buildings and on roofs that contain ACM or presumed asbestos containing material (PACM) are regulated under the OSHA Asbestos Construction Standard (CFR 1926.1101). The OSHA standard requires the building owner to inform their employees who will work in or adjacent to areas containing ACM or PACM, perspective employers applying or bidding for work whose employees reasonably can be expected to work in or adjacent to areas containing ACM or PACM, all employers of employees on multi-employer work sites who will be performing work with or adjacent to areas containing asbestos and tenants who will occupy areas containing ACM or PACM, of the presence, location, and quantity of ACM or PACM at the work sites in their building and facilities. Further, the OSHA standard (1926.1101) requires employers who discover ACM or PACM to convey information concerning the presence, location and quantity of such newly discovered ACM or PACM to others employers of employees working at the work site within 24 hours of discovery. While OSHA says the notification can be written or personal communication, there are many advantages to written communication.

The OSHA construction standard (CFR 1926.1101) also contains specific training, work practices, procedures, engineering controls, notifications, permissible exposure limits, personal protection, record keeping and a multitude of other requirements for the demolition, renovation, construction, alterations, repair, maintenance of structures, substrates or portions thereof that contain asbestos. It should be noted that recent court rulings have exempted roofing cement from the OSHA Construction Industry Asbestos Standard.

Renovation or demolition of the structures and roofs located within the subject property should be conducted in strict compliance with the aforementioned federal statutes and other applicable regulations, and good health and safety practices. All procedures, methods and documentation should be accomplished by and be the responsibility of appropriately licensed professionals (asbestos consultants and contractors). Any material identified as non-friable ACM must be treated as friable ACM when the material is about to become friable as a result of activities performed within the building.

8.0 CONTROLLING AGENCIES

The Controlling Agency for the coordination of projects involving asbestos renovation and demolition for Osceola County is the Florida Department of Environmental Protection, Dep. Central District Division at 3319 Maguire Boulevard, Suite 232 Orlando Florida. The contact number is 407-897-4100 to Mrs. Wanda Parker-Garvin, her email is Wanda.Parker@dep.state.fl.us.

9.0 CONDITIONS AND LIMITATIONS OF THIS SURVEY

A representative of Universal Engineering Sciences, Inc. (UES) obtained samples of building materials which were observed during a walk-through of the subject facility that are typically suspected of containing asbestos as a constituent. The bulk samples were submitted to an NVLAP approved laboratory for analysis using EPA approved methods for industry accepted standards. No other warranty is express or implied.

In general, inspection and sampling procedures were incorporated which allowed assessment of reasonably accessible building materials. Any suspect building materials, not addressed in this report which are encountered during renovation or demolition, should be assessed for asbestos content prior to being damaged and/or removed. Building equipment, fixtures, stored materials and under mirrors were not inspected or sampled as part of this evaluation.

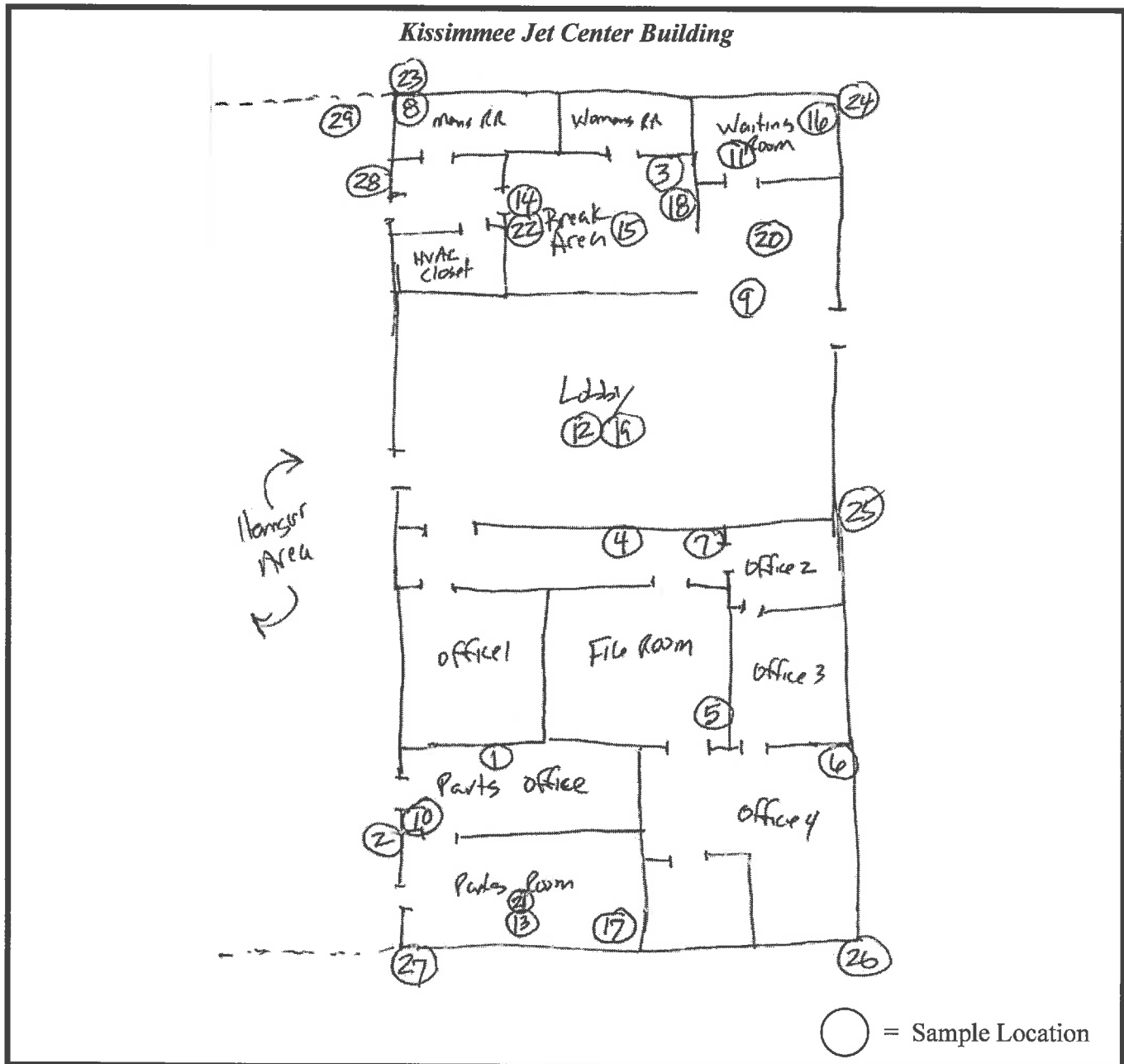
Appendix A

Sample Location Plan



**UNIVERSAL ENGINEERING SCIENCES
ORLANDO, FLORIDA
SAMPLE LOCATION PLAN**

CLIENT:	AVCON, Inc.	PROJECT NO.:	0140.1700185.0000
PROJECT:	Kissimmee Gateway Airport	INSPECTION DATE:	May 23, 2017
LOCATION:	3031 Patrick Street, Kissimmee, Florida	INSPECTOR:	Robert Sport



COMMENTS: Not To Scale

Appendix B

Laboratory Report

**EMSL Analytical, Inc.**

3303 PARKWAY CENTER COURT Orlando, FL 32808

Tel/Fax: (407) 599-5887 / (407) 599-9063

http://www.EMSL.com / oriolandolab@emsl.com

EMSL Order: 341704625**Customer ID:** UESO55**Customer PO:****Project ID:****Attention:** Robert Sport

Universal Engineering Sciences

3532 Maggie Blvd

Orlando, FL 32811

Phone: (407) 694-4968**Fax:** (407) 423-3106**Received Date:** 05/23/2017 1:30 PM**Analysis Date:** 05/30/2017**Collected Date:** 05/23/2017**Project:** 0140.1700185.0000, AVCON, Inc, Taxiway E Extension Project, Kissimmee Gateway Airport, Kissimmee, Osceola County, Florida, Kissimmee Jet Center**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
1 341704625-0001	Parts Room - Texture On Walls	White Non-Fibrous Heterogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
2 341704625-0002	Hamsar Side Of Wall - Texture On Walls	White Non-Fibrous Heterogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
3 341704625-0003	Break Area - Texture On Walls	White Non-Fibrous Heterogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
4 341704625-0004	Hallway - Texture On Walls	Tan/White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
5 341704625-0005	File Room - Texture On Walls	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
6-Drywall 341704625-0006	Office 4 - Drywall & Joint Compound	Tan Fibrous Heterogeneous	15% Cellulose	65% Gypsum 20% Non-fibrous (Other)	None Detected
6-Joint Compound 341704625-0006A	Office 4 - Drywall & Joint Compound	White Non-Fibrous Heterogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
7-Drywall 341704625-0007	Hallway - Drywall & Joint Compound	Tan Fibrous Heterogeneous	15% Cellulose	65% Gypsum 20% Non-fibrous (Other)	None Detected
7-Joint Compound 341704625-0007A	Hallway - Drywall & Joint Compound	White Non-Fibrous Heterogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
8-Drywall 341704625-0008	Mens Restroom - Drywall & Joint Compound	Brown/White Fibrous Heterogeneous	10% Cellulose	60% Gypsum 30% Non-fibrous (Other)	None Detected
8-Joint Compound 341704625-0008A	Mens Restroom - Drywall & Joint Compound	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
9 341704625-0009	Lobby - Tan Adhesive Of Carpet	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
10 341704625-0010	Parts Office - Tan Adhesive Of Carpet	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
11-Mastic 341704625-0011	Waiting Area - Black Duct Mastic	Black Non-Fibrous Homogeneous	12% Glass	84% Non-fibrous (Other)	4% Chrysotile
11-Insulation 341704625-0011A	Waiting Area - Black Duct Mastic	Yellow Fibrous Homogeneous	95% Glass	5% Non-fibrous (Other)	None Detected
12-Mastic 341704625-0012	Lobby - Black Duct Mastic	Black Non-Fibrous Homogeneous	10% Glass	83% Non-fibrous (Other)	7% Chrysotile

Initial report from: 05/30/2017 12:10:23

**EMSL Analytical, Inc.**

3303 PARKWAY CENTER COURT Orlando, FL 32808

Tel/Fax: (407) 599-5887 / (407) 599-9063

http://www.EMSL.com / orlando@emsl.com

EMSL Order: 341704625

Customer ID: UESO55

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
12-Insulation 341704625-0012A	Lobby - Black Duct Mastic	Yellow Fibrous Homogeneous	98% Glass	2% Non-fibrous (Other)	None Detected
13 341704625-0013	Parts Room - 2' x 4' Ceiling Tile (Fissure Pattern)	Tan Fibrous Heterogeneous	45% Cellulose 15% Min. Wool	20% Perlite 20% Non-fibrous (Other)	None Detected
14 341704625-0014	Break Area - 2' x 4' Ceiling Tile (Fissure Pattern)	Tan Fibrous Homogeneous	45% Cellulose 10% Min. Wool	15% Perlite 30% Non-fibrous (Other)	None Detected
15 341704625-0015	Break Area - 2' x 4' Replacement Ceiling Tile (Glacier Pattern)	Tan Fibrous Heterogeneous	45% Cellulose 15% Min. Wool	20% Perlite 20% Non-fibrous (Other)	None Detected
16 341704625-0016	Waiting Area - 2' x 4' Replacement Ceiling Tile (Glacier Pattern)	Tan Fibrous Homogeneous	45% Cellulose 5% Min. Wool	10% Perlite 40% Non-fibrous (Other)	None Detected
17 341704625-0017	Parts Room - 2' x 4' Replacement Ceiling Tile (Scattered Pattern)	Tan Fibrous Heterogeneous	45% Cellulose 15% Min. Wool	20% Perlite 20% Non-fibrous (Other)	None Detected
18 341704625-0018	Break Area - 2' x 4' Replacement Ceiling Tile (Scattered Pattern)	Tan Fibrous Homogeneous	45% Cellulose 10% Min. Wool	15% Perlite 30% Non-fibrous (Other)	None Detected
19 341704625-0019	Lobby - 2' x 2' Ceiling Tile (Recessed Glacier Pattern)	Tan Fibrous Heterogeneous	45% Cellulose 15% Min. Wool	20% Perlite 20% Non-fibrous (Other)	None Detected
20 341704625-0020	Lobby - 2' x 2' Ceiling Tile (Recessed Glacier Pattern)	Tan Fibrous Homogeneous	45% Cellulose 10% Min. Wool	15% Perlite 30% Non-fibrous (Other)	None Detected
21 341704625-0021	Parts Room - 2' x 4' Replacement Ceiling Tile (New Fissure Pattern)	Tan Fibrous Heterogeneous	45% Cellulose 15% Min. Wool	20% Perlite 20% Non-fibrous (Other)	None Detected
22 341704625-0022	Break Area - 2' x 4' Replacement Ceiling Tile (New Fissure Pattern)	Tan Fibrous Homogeneous	45% Cellulose 10% Min. Wool	15% Perlite 30% Non-fibrous (Other)	None Detected
23 341704625-0023	Exterior Wall - Exterior Stucco	Tan Non-Fibrous Heterogeneous		45% Quartz 15% Ca Carbonate 40% Non-fibrous (Other)	None Detected
24 341704625-0024	Exterior Wall - Exterior Stucco	Gray Non-Fibrous Heterogeneous		45% Quartz 15% Ca Carbonate 40% Non-fibrous (Other)	None Detected
25 341704625-0025	Exterior Wall - Exterior Stucco	Gray Non-Fibrous Heterogeneous		45% Quartz 15% Ca Carbonate 40% Non-fibrous (Other)	None Detected
26 341704625-0026	Exterior Wall - Exterior Stucco	Gray Non-Fibrous Homogeneous		35% Quartz 15% Ca Carbonate 50% Non-fibrous (Other)	None Detected
27 341704625-0027	Exterior Wall - Exterior Stucco	Gray Non-Fibrous Homogeneous		35% Quartz 15% Ca Carbonate 50% Non-fibrous (Other)	None Detected
28 341704625-0028	Building Slab - Concrete	Gray Non-Fibrous Heterogeneous		45% Quartz 15% Ca Carbonate 40% Non-fibrous (Other)	None Detected
29 341704625-0029	Hangar Slab - Concrete	Gray Non-Fibrous Homogeneous		35% Quartz 15% Ca Carbonate 50% Non-fibrous (Other)	None Detected

Initial report from: 05/30/2017 12:10:23



EMSL Analytical, Inc.

3303 PARKWAY CENTER COURT Orlando, FL 32808

Tel/Fax: (407) 599-5887 / (407) 599-9063

http://www.EMSL.com / orlandolab@emsl.com

EMSL Order: 341704625

Customer ID: UESO55

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
30 341704625-0030	Roof Screws - Silicone Type Dots On Screw Heads	Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
31 341704625-0031	Roof Coating - Silicone Type Dots On Screw Heads	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
32 341704625-0032	Roof Coating - Silicone Type Dots On Screw Heads	White/Black Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)

Jessicka Lopez (16)

Jhon Rosario (21)


Carlos Rivadeneyra, Laboratory Director
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Orlando, FL NVLAP Lab Code 101151-0

Initial report from: 05/30/2017 12:10:23

341704625

Universal Engineering Sciences, Inc., 3532 Maggie Boulevard, Orlando, Florida 32811 (407) 423.0504 - Fax (407) 423.3108
ASBESTOS CONTAINING MATERIALS CHAIN-OF-CUSTODY

Client: AVCON, Inc. Project No.: 0140.1700185.0000 Collected By: Robert Sport Page: 1 of 4
Project: Taxiway E Extension Project Analysis Method PLM-Asbestos Date Collected: May 23, 2017
Location: Kissimmee Gateway Airport, Kissimmee, Osceola County, Florida Turn Around Time: 7 Day
Special Instructions/Notes: Kissimmee Jet Center Building Batch No: _____

Sample Number	HSA	Sample Description	Material Type (S, TSI, M)	Sample Location	Material Condition			Disturbance Potential			Friable		Estimated Quantity
					G	D	SD	L	M	H	Yes	No	
1	A	Texture on walls	S	Parts Office Room	X				X			X	2,000sf
2	"	"	"	Hanger Side of Wall	X				X			X	"
3	"	"	"	Break Area	X				X			X	"
4	"	"	"	Hallway	X				X			X	"
5	"	"	"	File Room	X				X			X	"
6	B	Drywall & Joint compound	M	Office 4	X				X			X	4,000sf
7	"	"	"	Hallway	X				X			X	"
8	"	"	"	Mens Restroom	X				X			X	"
9	C	Tan Adhesive on Carpet	M	Lobby	X				X			X	500sf
10	"	"	"	Parts Office	X				X			X	"

(HSA = Homogeneous Sampling Area) (S = Surfacing, TSI = Thermal Systems Insulation, M = Miscellaneous) (G = Good, D = Damaged, SD = Significantly Damaged)
(L = Low, M = Medium, H = High)

Relinquished By: [Signature] Date: 5/23/17 Time: _____
Received By: [Signature] Date: 5/23/17 Time: 1:30pm



UNIVERSAL ENGINEERING SCIENCES, INC. - REVISED 5/6/02

341704025

Universal Engineering Sciences, Inc., 3532 Maggie Boulevard, Orlando, Florida 32811 (407) 423.0504 - Fax (407) 423.3106
ASBESTOS CONTAINING MATERIALS CHAIN-OF-CUSTODY

Client: AVCON, Inc. Project No.: 0140.1700185.0000 Page: 2 of 4
 Project: Taxiway E Extension Project Analysis Method: PLM-Asbestos Collected By: Robert Sport
 Location: Kissimmee Gateway Airport, Kissimmee, Osceola County, Florida Date Collected: May 23, 2017
 Special Instructions/Notes: Kissimmee Jet Center Building Turn Around Time: 7 Day Batch No:

Sample Number	HSA	Sample Description	Material Type (S, TSI, M)	Sample Location	Material Condition			Disturbance Potential			Friable		Estimated Quantity
					G	D	SD	L	M	H	Yes	No	
11	D	Black Dirt Mastic	M	Waiting Area	X			X				X	200sf
12	"	"	"	Lobby	X			X				X	"
13	E	2'x4' Ceiling Tile (Checker Pattern)	M	Partes Room	X			X			X		300sf
14	"	"	"	Break Area	X			X			X		"
15	F	2'x4' Replacement Ceiling Tile (Checker Pattern)	M	Break Area	X			X			X		Various Spots
16	"	"	"	Waiting Area	X			X			X		"
17	G	2'x4' Replacement Ceiling Tile (Scattered Pattern)	M	Partes Room	X			X			X		Various Spots
18	"	"	"	Break Area	X			X			X		"
19	H	2'x2' Ceiling Tile (Checker Pattern)	M	Lobby	X			X			X		900sf
20	"	"	"	Lobby	X			X			X		"

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 (L = Low, M = Medium, H = High)

Relinquished By: John B. SportDate: 5/23/17Time: Received By: Date: Time: 

UNIVERSAL ENGINEERING SCIENCES, INC. - REVISED 5/6/02

341704025

Universal Engineering Sciences, Inc., 3532 Maggie Boulevard, Orlando, Florida 32811 (407) 423.0504 - Fax (407) 423.3106
ASBESTOS CONTAINING MATERIALS CHAIN-OF-CUSTODY

Page: 3 of 4

Client: AVCON, Inc. Project No.: 0140.1700185.0000 Collected By: Robert Sport
 Project: Taxiway E Extension Project Analysis Method PLM-Asbestos Date Collected: May 23, 2017
 Location: Kissimmee Gateway Airport, Kissimmee, Osceola County, Florida Turn Around Time: 7 Day
 Special Instructions/Notes: Kissimmee Jet Center Building Batch No: _____

Sample Number	HSA	Sample Description	Material Type (S, TSI, M)	Sample Location	Material Condition			Disturbance Potential			Friable		Estimated Quantity
					G	D	SD	L	M	H	Yes	No	
21	I	21x41 Replacement Ceiling Tile (New Tissue Pattern)	M	Parts Room	X			X			X		Varies Spots
22	"	"	"	Break Area	X			X			X		"
23	J	Exterior Stucco	S	Exterior wall	X			X			X		1500SF
24	"	"	"	Exterior wall	X			X			X		"
25	"	"	"	Exterior wall	X			X			X		"
26	"	"	"	Exterior wall	X			X			X		"
27	"	"	"	Exterior wall	X			X			X		"
28	K	Concrete	M	Building Slabs	X			X			X		"
29	"	"	"	Hanger Slabs	X			X			X		TBD
30	L	Silicone Type Joints on Screw Heads	M	Roof screws	X			X			X		TBD

(HSA = Homogeneous Sampling Area) (S = Surfacing, TSI = Thermal Systems Insulation, M = Miscellaneous) (G = Good, D = Damaged, SD = Significantly Damaged)
 (L = Low, M = Medium, H = High)

Relinquished By: John B. Sport Date: 5/23/17 Time: _____
 Received By: _____ Date: _____ Time: _____



UNIVERSAL ENGINEERING SCIENCES, INC. - REVISED 5/6/02

Universal Engineering Sciences, Inc., 3532 Maggie Boulevard, Orlando, Florida 32811 (407) 423.0504 - Fax (407) 423.3106
ASBESTOS CONTAINING MATERIALS CHAIN-OF-CUSTODY

Client: AVCON, Inc. Project No.: 0140.1700185.0000 Collected By: Robert Sport
Project: Taxiway E Extension Project Analysis Method: PLM-Asbestos Date Collected: May 23, 2017
Location: Kissimmee Gateway Airport, Kissimmee, Osceola County, Florida Turn Around Time: 7 Day
Special Instructions/Notes: Kissimmee Jet Center Building Batch No: _____

[illegible]

(HSA = Heterogeneous Sampling Area) (S = Surfacing, TSI = Thermal Systems Insulation, M = Miscellaneous) (G = Good, D = Damaged, SD = Significantly Damaged)
(L = Low, M = Medium, H = High)

Relinquished By: Donna Rogers Date: 3/23/11 Time: _____

Received By: _____ Date: _____ Time: _____

Appendix C

UES Inspector Certifications

AIR ANALYTICS

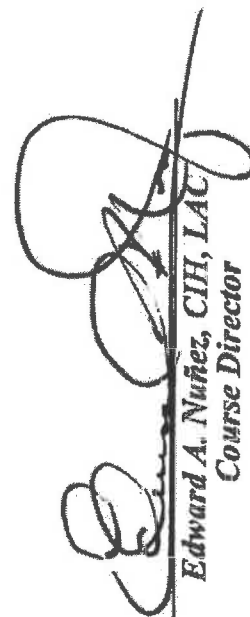
certifies that

Robert Sport

has attended and satisfactorily completed training on 10/13/16,
and passed an examination covering the content of the
asbestos accreditation under Section 206 of TSCA, 15 U.S.C. 2646

AHERA Facility Inspector Recertification Training Course

In accordance with U.S.E.P.A. 40 C.F.R. 763 and in testimony whereof,
we do confer this certificate at Oviedo, Florida, October 13, 2016.
Certificate expires 10/13/17.


Edward A. Nuñez, CIH, LAC
Course Director



Certificate # AA101316IR02
ID # 4492



AIR ANALYTICS

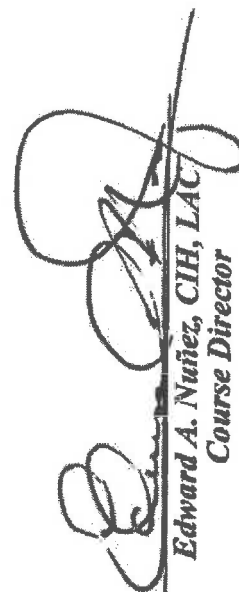
certifies that

Robert Sport

has attended and satisfactorily completed training on 10/13/16,
and passed an examination covering the content of the
asbestos accreditation under Section 206 of TSCA, 15 U.S.C. 2646

Asbestos Management Planner Recertification Training Course

In accordance with U.S.E.P.A. 40 C.F.R. 763 and in testimony whereof,
we do confer this certificate at Oviedo, Florida, October 13, 2016.
Certificate expires 10/13/17.


Edward A. Nuñez, CIH, LAC
Course Director



Certificate # AA101316MPR03
ID # 4492





TAXIWAY E EXTENSION (24 END) AND OBSTRUCTION REMOVAL



KISSIMMEE GATEWAY AIRPORT

KISSIMMEE, FLORIDA

Construction Safety and Phasing Plan (CSPP)

Requirements of FAA AC 5370-2G
per
General and Special Provisions

March 2018



FAA AIP No.
3-12-0038-036-2019

FDOT FM No.
438441-1

AVCON, INC.
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Orlando, FL 32822
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2016.161.02





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CHAPTER 1: INTRODUCTION

Section 1. Kissimmee Gateway Airport

101. General. Kissimmee Gateway Airport (ISM) is in Osceola County in the central portion of the state just to the southwest of Orlando. It is only eight miles away from Disney World and ten miles away from the Orange County Convention Center. The Airport plays a significant role in the major transportation network existing in Central Florida with its proximity to I-4, a major cross state interstate highway, and Orlando International Airport (MCO). Kissimmee Gateway Airport is considered a general aviation reliever airport to Orlando International Airport. The Airport has two asphalt runways: Primary Runway 15-33 and crosswind Runway 6-24. The Airport is owned and operated by the City of Kissimmee.

The airport opened in April 1940 as the Kissimmee Municipal Airport. By 1941, it was taken over by the United States Army Air Forces (USAAF) as part of the expansion of defense forces in the United States prior to World War II. Renamed the Kissimmee Army Airfield, it was a sub-base of the Orlando Army Air Base.

It was used as part of the Air University Army Air Forces School of Applied Tactics (AAFSAT) tactical combat simulation school in Central and North Florida. After World War II the training was moved to California and the Army closed the airfield. It returned to service as a civilian use airport by the end of 1945.

Today the Airport hosts a variety of general aviation aircraft operations, including a major facility for the restoration of classic military aircraft to flying condition. There is also historic aircraft pilot training. In addition, there are four Fixed Based Operators (FBOs) on Airport property as well as several flight schools, Hangars, and a variety of recreational activities, including a golf course.

Kissimmee Gateway Airport is located just 16 miles from downtown Orlando, Florida and is ideally situated for quick access to the city's downtown business district and surrounding suburbs. Because of its location, size and capacity, Kissimmee Gateway Airport helps to divert general aviation traffic away from Orlando International Airport (MCO) Class B Airspace and its large commercial planes. The airport has a control tower and handles an average of almost 400 aircraft operations daily.

Kissimmee Gateway Airport (ISM) is situated just south of West Irlo Bronson Memorial Highway (State Road 192) and is bounded by North Hoagland Boulevard to the west, South Thacker Avenue to the east, and Clay Street to the south. The physical address of ISM is 301 North Dyer Boulevard, Kissimmee, FL 34741. ISM's Airport Reference Point (ARP) is located at latitude 28°17.39'N, longitude 81°26.23W. The airport's official elevation, which is defined as the highest point on the airport's usable runway, is 82 feet above mean sea level. The primary and crosswind runways at ISM are Runway 15-33 (6,001 feet x 100 feet) and Runway 6-24 (5,001 feet x 100 feet), respectively.

Figure 1 contains the Federal Aviation Administration (FAA) Airport Diagram which shows all major facilities located within the Air Operations Area (AOA) at ISM.



AVCON, Inc. (AVCON) was contracted to develop the Construction Safety and Phasing Plan (CSPP), as regulated by FAA Advisory Circular (FAA AC) AC 150/5370-12 – “Quality Management for Federally Funded Airport Construction Projects” (Latest Edition) for the Taxiway E Extension (24 End) and Obstruction Removal project. In addition, AVCON will also provide an outline for the Safety Plan Compliance Document (SPCD) which will be completed by the awarded Contractor for the construction of this project. The requirement for development of the CSPP and SPCD is mandatory for airport construction projects receiving funds under the Airport Improvement Program (AIP) or the Passenger Facility Charge (PFC) Program. At a minimum the CSPP shall provide the following:

1. Identification of the affected areas.
2. Description of current or existing operational conditions.
3. Guidelines for temporary changes to operational conditions due to project(s).
4. Taking action to revise operational conditions due to project(s).
5. Managing of safety risk by determining appropriate level of Safety Risk Management (SRM) documentation. The ATCT will perform this task and provide the documentation for this project.

102. Project Construction Scope of Work. This project consists of the design and permitting of the construction of Taxiway Echo pavement and run-up area, adjacent compass rose, edge lighting, grading, marking, and relocation of navigational aids, as applicable. The Taxiway Echo pavement will be constructed pursuant to the most cost-effective method available based on the geotechnical testing results and other data collection. This project also includes a medium intensity taxiway lighting system, upgrading the system's constant current regulator, vault work, cable and duct markers, junction bases, ground rods, and other electrical items necessary to meet FAA standards.

This project consists of the removal of one or more existing hangar buildings and foundations, associated apron pavements, underground utilities, tanks, and other facilities which currently obstruct the proposed alignment and construction of the Taxiway Echo improvements.

A brief scope of work for the construction components of the Taxiway Echo improvements project includes:

- A. Grading.** The area near the proposed Taxiway E improvements will be graded to accommodate the proposed FAA standard pavement structure and transverse grading criteria while still maintaining positive surface water flow. The surface water shall sheet flow off the pavement in a crowned section, and travel to the low spot of the surrounding land on the north and south sides of the taxiway alignment, where it then flows south, to the existing treatment and attenuation ponds.
- B. Pavement.** The structure for the various pavement sections was designed based on Aircraft Design Group III (ADG III) criterion, and the gradients required for an approach category C or D aircraft. The structure shall include P-401 Gyratory asphalt on a crushed concrete base course for new sections of taxiway, and P-501 portland cement concrete pavement for the new compass calibration pad. The transverse grades will be designed accordingly to promote positive drainage in accordance with the FAA design circular.



- C. Electrical.** Per L-series specifications, an LED MITL system shall be included in the scope for the taxiway project and will consist of a completely new circuit in conduit. The edge lights will surround the perimeter of the taxiway within the stabilized subgrade of the shoulder and shall be in duct with appropriate grounding and counterpoise measures. Lighted mandatory hold, guidance, and instructional signs will be provided, as well as relocating an existing supplemental lighted wind-cone, as requested by the Airport.
- D. Marking.** The new Taxiway E pavement markings will consist of taxiway lead in lines, centerline markings, and mandatory hold markings at crossing runways and taxiways. These markings will consist of white and yellow paint per P-620 specifications with retro-reflective beads and a black outline with no beads. Surface painted hold position markings will be painted at mandatory hold sign locations and will contain white inscriptions on red backgrounds, with black outlines. The compass calibration pad will be painted in accordance with the applicable federal guidance, colors white and orange, with black outline.
- E. Turfing.** Per T-series specifications, all disturbed areas to the limits of grading will be sodded. All disturbed areas outside the limits of grading will be restored with seed/mulch or hydro seed.

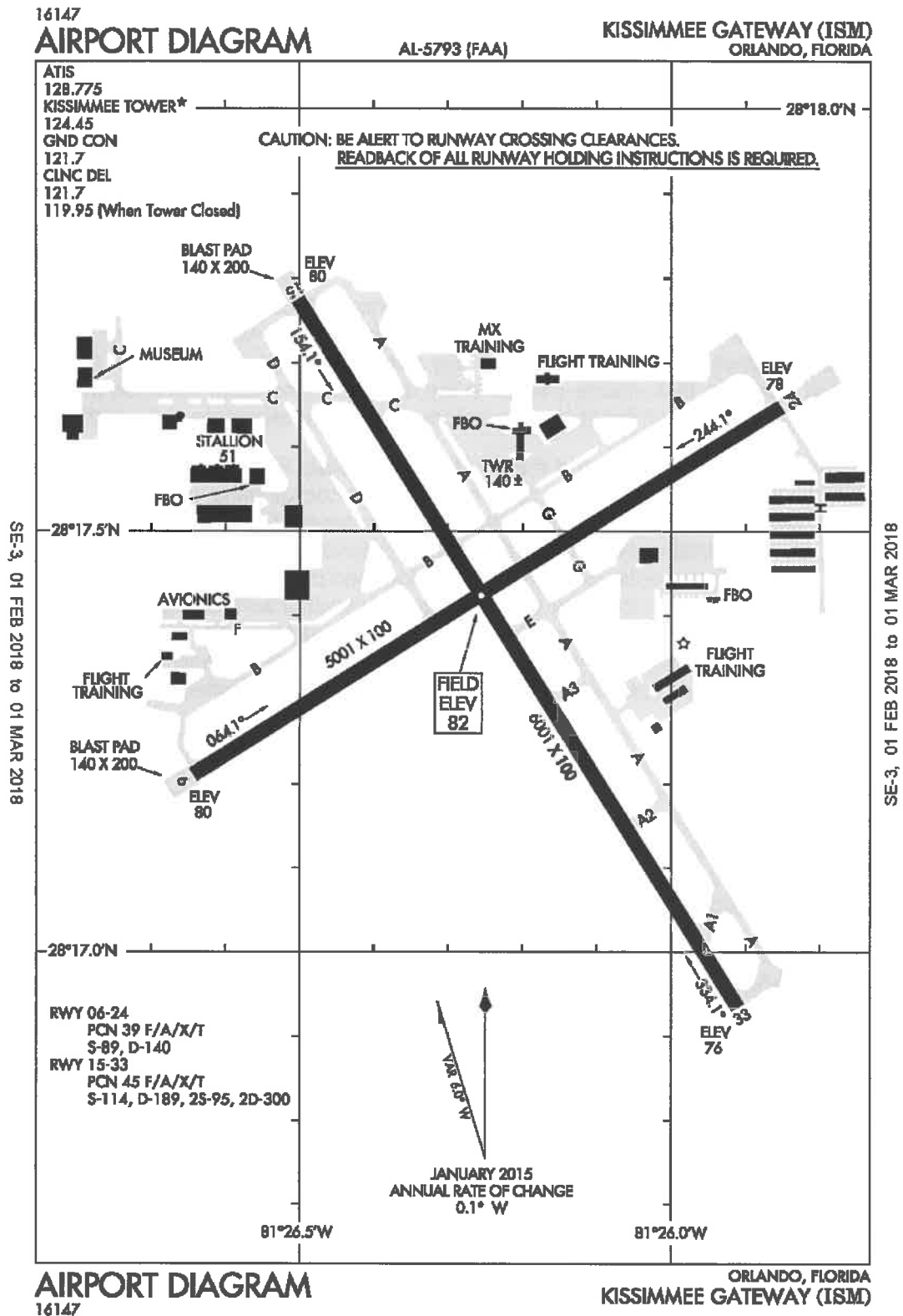


Figure 1: FAA Airport Diagram for ISM



CHAPTER 2: CONSTRUCTION SAFETY AND PHASING PLAN

Section 1. Basic Considerations

201. Overview. Aviation safety is the primary consideration at airports, especially during construction. A Construction Safety and Phasing Plan (CSPP) must be developed for each airfield construction project funded by the Airport Improvement Program (AIP) or the Passenger Facility Charge (PFC) Program when located on a Part 139 Airport, such as Kissimmee Gateway Airport (ISM). As per Federal Aviation Administration (FAA) Order 5200.11 "FAA Airports (ARP) Safety Management System (SMS)", such projects do not include construction, rehabilitation, or change of any facility that is entirely outside the Air Operations Area (AOA), does not involve any expansion of the facility envelope, and does not involve construction equipment, haul routes or placement of material in locations that require access to the air operations area, increase the facility envelope, or impact line-of-sight. Such facilities may include passenger terminals and parking or other structures.

The Airport Operator's CSPP and the Contractor's Safety Plan Compliance Document (SPCD) are the primary tools to ensure safety compliance when coordinating construction activities within the AOA. The CSPP and the SPCD documents identify aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures for each hazard. These documents provide information necessary for the Kissimmee Gateway Airport Operations Department to conduct safe operations, conduct airfield inspections, and quickly identify, mitigate and correct unsafe conditions during construction. All provisions included related to aviation safety within contract drawings, contract specifications, and other related documents are reflected, to the extent possible, in the CSPP and shall be reflected in the SPCD by the awarded Contractor.

202. Assume Responsibility. The Airport Operations and Airport's Design Consultants (Design Team) shall develop, certify and submit, through Airport Operations, the CSPP for the FAA's approval. If conditions warrant changes to the original CSPP, the Design Team shall revise the CSPP and submit the revised CSPP, through Airport Operations, to the FAA for approval. The project's Contractor must submit, for review and approval, a SPCD to Airport Operations and the Design Team as outlined in Chapter 3.

203. Submit the CSPP. The CSPP should be developed concurrently with the project design. While these milestones are not mandatory, early submission is encouraged to avoid delays. Submittals are preferred in 8.5 x 11 in or 11 x 17 in format for compatibility with the FAA's Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) process. The **typical timelines** for submitting the CSPP and SPCD are outlined below:

A. Submit an Outline/Draft at approximately 30% of the project design completion phase identifying the principal elements of the CSPP. Airports are encouraged to submit an outline or draft, detailing all CSPP provisions developed to date, to the FAA for review at this stage of the project design. The CSPP outline/draft for the rehabilitation project will not be submitted prior to the final draft at 100%.



B. Submit a CSPP. The CSPP should be formally submitted for FAA approval when the project design is 80% to 90% complete. Since provisions in the CSPP will influence contract costs, it is important to obtain FAA approval in time to include all such provisions in the procurement contract. The formal submittal of the CSPP Report for the Taxiway E Extension (24 End) and Obstruction Removal project will occur at the 90% design documents submittal milestone on March 5, 2018, after the pre-construction conference.

C. Submit SPCD. The Contractor will be required to submit the SPCD to AVCON for approval at the onset of the Mobilization Phase of construction as part of the shop drawing review process.

D. Submit CSPP Revisions. All revisions to the approved CSPP prior to the bid procurement phase shall be submitted to the FAA for approval. During construction all revisions to the CSPP shall be submitted via the SPCD by the Contractor, with concurrence and coordination with AVCON and Airport Operations, to the FAA for approval.

204. CSPP Requirements.

A. To the extent possible the CSPP should address the items outlined in Section 204 "Meet CSPP Requirements" of the FAA AC 150/5370-2 "Operational Safety on Airports During Construction" (Latest Edition). These items are described in Chapter 2, Section 2 of this report.

B. The SPCD should include a general statement by the Contractor that they have read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the awarding of the construction contract. The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title as outlined in Chapter 3. If no supplemental information is necessary for any specific subject, the statement, "No Supplemental Information," should be written after the corresponding subject title. The SPCD should not duplicate information from the CSPP. The Contractor's statement should include the name of the Contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information, that is:

"I (Name of Contractor's Contract Signee/Construction Company Name), have read the "Taxiway E Extension (24 End) and Obstruction Removal" CSPP, approved on (Date), and will abide by it as written and with the following additions as noted:"

Section 2. Plan Requirements

205. Coordination. The Design Team, Airport Operations, FAA representatives, and/or tenants, conducting design and construction on the leased properties at ISM, have conducted/attended Project Kickoff, Pre-Design/Design Review meetings. Pre-Bid, Pre-Construction and Contractor Progress/Job Coordination conferences/meetings will be conducted to thoroughly review the subject of airport operational safety during the design/construction as it relates to the project. Per FAA AC 150/5370-12 "Quality Management for Federally Funded Airport Construction Projects" (Latest Edition), these meetings should be facilitated to discuss various items relating to design parameters, airport safety, routing of aircraft and equipment, sequencing of construction operations, and environmental considerations.



A. Project Kickoff, Pre-Design/Design Review, Pre-Bid, Pre-Construction and Contractor Progress/Job Coordination Conferences.

A1. Project Kickoff Conference. A project kickoff meeting for the Taxiway E Extension (24 End) and Obstruction Removal Project was held on {DATE} and attended by ISM Representatives (Airport Operations) and the Design Team, and FAA Representatives. The agenda of this meeting in brief, included the following items:

- (i) Project overview including the required navigational aids on the project.
- (ii) Discussion of the date of the pre-design civil field study dates.
- (iii) Run-up area design, departure surfaces, and compass calibration pad relocation.
- (iv) 1st HAZMAT review of existing buildings to be demolished.

A2. Pre-Design/Design Review Conferences. A preliminary design review meeting and field pavement evaluation was held on {DATE} Items discussed:

- (i) Review of the electrical vault including extensive testing and inspection of the equipment. A field study report was subsequently delivered to the Airport.
- (ii) Oversight of Geotechnical testing.
- (iii) 2nd and 3rd HAZMAT reviews of existing buildings to be demolished.
- (iv) Coordination of surveying.

A3. Pre-Bid Conference. A pre-bid conference is anticipated to be held in January, 2019.

A4. Pre-Construction Conference. The pre-construction conference shall be held at the Airport on 10/12/2019 prior to the notice to proceed for construction. This meeting should assist all parties affected by the construction activities of this project to get a better understanding of potential problems and possible solutions related to construction activities and safety for the duration and performance of the construction contract.

The attendees for the pre-construction conference meeting shall include a combination of the following: Design Team; Resident Project Representatives (RPR) and their Subconsultants; Materials Testing Laboratory Representatives; Airport Operations; Prime Contractor and their Subcontractors; ATCT (Air Traffic Control Tower); Impacted Airport Tenants; and, FDOT and FAA Representatives (if applicable).

The Engineer/RPR shall prepare an agenda for this meeting and issue meeting minutes which will include:

- Scope of the Project;
- Identification of the Contractors Security and Safety Officer (CSSO);
- Scheduling of work and the need to perform certain items at various times during the project;
- Work required prior to construction NTP;
- Construction NTP Date;



- Safety during construction and compliance with the FAA AC 150/5370-2 "Operational Safety on Airports During Construction" (Latest Edition) CSPP, SPCD, and other Airport requirements; including the responsibility for marking and lighting of closed and hazardous areas.
- Security Requirements.

A5. Contractor Progress Meeting or Job Coordination Meetings (JCM). During the construction phase, a JCM shall be held on a weekly or bi-weekly basis. Operational safety will be a standing agenda item for discussion during the JCMs throughout the project.

The attendees for the JCMs shall include a combination of the following: Design Team; RPR and their Subconsultants; Materials Testing Laboratory Representatives; ISM Maintenance; Airport Operations; Prime Contractor and their Subcontractors; ATCT (Air Traffic Control Tower); Impacted Airport Tenants; and, FAA Representative (if applicable).

The RPR shall prepare an agenda for this meeting and issue meeting minutes which shall include:

- Schedules (2 week look ahead and overall);
- Safety and Security/Emergency Procedures;
- Site Access/Parking;
- Working Hours;
- Submittals;
- RFI/DSIs; and,
- Change Orders

B. Scope or Schedule Changes. Any changes in the scope or duration of the project, during the construction phase, may necessitate revisions to the CSPP and review and approval by the Airport and the FAA. The Contractor shall revise all applicable sections of the CSPP via the SPCD. All revisions shall be submitted to the RPR and Airport Operations for the FAA's review and approval.

C. FAA Air Traffic Organization (ATO) Coordination. Coordination with the ATCT was handled by the Airport, at deliverable submittal points. There are no FAA ATO NAVAIDS impacted by the project. There are however, FAA AWOS cables in the vicinity of the construction. The design team has noted the existence of these facilities on the plans and made requirements for the contractor to contact 811 Sunshine one-call and FAA facilities for coordination and locate flagging / marking of utilities prior to digging, pursuant to state law.

No shut-downs of FAA facilities are required by the project.

206. Phasing. The sequence of construction and phasing, for this project, was developed in order to maintain the maximum efficiency of aircraft operations while maintaining safety and allowing for the required construction activities for this project. For each project's phase the CSPP identifies the requirements outlined in Paragraph 206 of FAA AC 150/5370-2 "Operational Safety on Airports During Construction" (Latest Edition). See Chapter 1 Paragraph 102 for the Scope of Work for the project. The project phasing and the detailed work areas or sub-work areas are shown on the contract document's drawing set as **Drawings G004 AND G007**.



A. Overall Project Phasing Elements.

1. **Areas Closed to Aircraft Operations:** The contract document's Phasing Plan Drawing G007 indicates which runways, taxiways and taxilanes are closed for each work area to aircraft operations.
2. **Durations of Closures:** The Phasing Plan Drawing G007 indicates the duration of closures allowed for each work area. The overall construction duration (including mobilization and final closeout) for the project is 150 calendar days.
3. **Taxi Routes:** The Phasing Plan Drawing G007 indicates all active taxiways and taxi routes to runways and aprons to be used by aircraft for each work area.
4. **Emergency Access Routes:** The Contractor shall be required to maintain emergency access into, out of, and around the construction site for the duration of the contract. The Contractor shall prominently light and mark open trenches and excavations at all times. Prior to beginning of construction in each work area and/or in a timely manner, the Contractor shall request the Kissimmee Fire Department (KFD) personnel tour the site so KFD personnel are aware of the access routes into, out of, and around the work areas and the on-going construction activities of the project. Emergency response notification is handled by ISM ATCT for any emergencies inside the AOA.
5. **Construction Staging Areas:** The Site and Safety Drawing G004 indicates the approximate location of the Contractor's Staging and Storage Area. The actual size and exact location of the staging area shall be established prior to construction activities during the Mobilization Phase and shall be approved by the Engineer, RPR and Airport Operations.
6. **Construction Access and Haul Routes:** The Site and Safety Drawing G004 indicates the proposed locations of the Contractor's Construction Access and Haul Routes for this project. The Contractor shall establish the actual size and exact location of the haul routes as approved by the RPR and Airport Operations.
7. **Impacts to NAVAIDs:** All impacts to the NAVAIDs are identified within the contract drawings. All relocation, demolition, temporary services and new construction activities related to the NAVAIDs are described in the Contract Documents.
8. **Lighting and Marking Changes:** All changes associated to the lighting and markings due to construction activities of this project are depicted on the contract drawings. These changes incorporate the design criteria as mandated by the FAA.
9. **Available Runway Length:**

Both runways are impacted during this project. During phase 1B of construction, minus the pavement curing phase, both Runways 6-24 and 15-33 shall be closed and aircraft traffic operations will not be permitted for takeoffs or landings, in either direction. This phase is night work. These areas will be barricaded to prevent aircraft from entering onto the adjacent/closed Runway 6-24 and Runway 15-33 work areas.

During Phase 2, Runway 15-33 will be closed.



10. Declared Distances: The takeoff run available (TORA), takeoff distance available (TODA), accelerate-stop distance available (ASDA), and landing distance available (LDA) for Runway 6-24 or Runway 15-33 will not be altered for this project.

11. Required Hazard marking and Lighting: This project utilizes the following to delineate work areas, hazards, and closed portions of the AOA on the airfield:

- Low profile lighted barricades to delineate work areas to delineate access routes, closed AOA areas, and hazardous areas;
- Portable Lighted Runway Closure Markers (Lighted X's);
- Markings to delineate temporary aircraft routing;
- Temporary edge lighting; and,
- Traffic rubber/plastic construction cones to mark construction set-back lines.

12. Lead Times for Required Notifications: Adequate lead times for each element of construction shall be provided by the Contractor. Required lead times are spelled out in the construction documents and will be further established at the pre-construction meeting. See Paragraph 213 for additional information.

B. Construction Safety Drawings. The contract documents include CSPP Drawings that specifically address the construction phasing of the project. For this project, phasing has been developed for the construction safety components of the project.

Prior to closing a work area, the Contractor shall submit for approval all modifications to the phasing plan provided in the contract documents and obtain authorization to proceed from the RPR and Airport Operations.

C. Specific Phasing Elements. The primary construction for the project will be completed within 150 calendar days. The construction activities will be divided into three primary (3) work areas with subsequent sub-work areas as shown on the contract document's Phasing Plan Drawing G007.

207. Areas and Operations Affected by Construction Activity. Runways and taxiways should remain in use by aircraft to the maximum extent possible without compromising safety. All parties involved shall conduct meetings with the FAA Air Traffic Organization (ATO) to ensure sufficient AOA pavements are provided to support operational simulations. The Operational Effects to the ISM AOA as a result of construction activities, in each work area and sub-work area of this Project, are discussed in this section.

A. Identification of Affected Areas. The identification of airfield areas and aircraft operations affected by the construction will help to determine possible safety problems. The affected areas are identified in the contract drawings for each construction phase or work area. See Paragraph 206 for details particularly concerning the following:

1. Closing, or Partial Closing, of Runways, Taxiways and Aprons. The Contract Drawings Phasing Plans and Paragraph 206 Phasing discuss the proposed closing or partial closures of runways, taxiways and taxilanes due to construction activities. Runway 6-24 will be closed during phases 1A, 1B, and 2 of construction, minus the pavement curing phase. Runway 15-33 will be closed during phases 1B, and 2, minus the pavement curing phase.



2. **Impact to or Closure of Aircraft Rescue and Firefighting (ARFF) Access Routes.** The Design Team and Airfield Operations shall provide KFD personnel with construction plans through the Airport Director for each work area, for their information and review, so that any impact to the routing of emergency vehicles can be assessed. During construction, KFD personnel will be notified of potential access routes and construction activities via Pre-Construction Conference and Job Coordination Meetings.
 3. **Closing of Access Routes used by Airport and Airline Support Vehicles.** The access routes closed due to this project and all potential alternative access routes for each work area to be used by airport and airline support vehicles shall be clearly marked and delineated with lighted barricades. All applicable Airport Tenants will be informed by the Airport Operations and RPR.
 4. **Interruption of Utilities, including Water Supplies for Firefighting.** Any proposed impacts to utilities that serve any airport facility shall be properly coordinated, through the RPR and Airport Operations, with the appropriate airport facility that is to be impacted.
 5. **Approach/Departure Surfaces Affected by Heights of Objects.** For this project, the approach or departure surfaces will not be impacted by to construction equipment heights. This is due mainly to the location of the project being outside approaches for the active Runway 15-33. Since Runway 6-24 will be shut-down, it's approaches will be NOTAMed closed. At the onset of the project, the Contractor, through the RPR/Engineer, shall work with the design team to ensure that the FAA Form 7460-1 "Notice of Proposed Construction or Alteration", for this project is approved by FAA prior to construction. The Contractor vehicles and equipment will be limited to 15 feet height restriction throughout this project.
 6. **Construction Areas, Storage Areas, and Access Routes near Runways, Taxiways, Aprons, or Helipads.** The Construction Safety and Phasing Plan Drawing G004 indicates the approximate location of the access gates, proposed haul routes, and Contractor's Staging and Storage Area. The actual location of the haul route and the size and exact location of the staging area shall be established prior to construction with the approval of the RPR and Airport Operations.
- B. Mitigation of Effects.** During the design conferences, the Design Team shall obtain the approval from the ATCT and Airport Operations to close runway(s) and taxiways, in a manner that will minimize aircraft operational restrictions at ISM. During construction, the Contractor shall coordinate closely with the RPR to establish and follow the specific procedures to maintain the safety and operational efficiency of the airport, as established in the contract drawings.
1. **Temporary Changes to Runway and/or Taxi Operations.** The Contractor must provide adequate notice to the RPR and Airport Operations and obtain approval before a runway or a taxiway is completely closed.
 2. **Detours for ARFF Emergency Vehicles and other Airport Vehicles.** It is imperative that emergency vehicles have access to all areas on the airport and that ARFF KFD / KPD personnel are advised of construction activities and airfield closures so that they may alter their proposed routes to specific areas on the airfield. The Airport has no on-property ARFF. Emergency fire and police services are from the closest KFD and KPD responder locations. KFD is located within 5-10 minutes of the nearest Airport access point on Hoagland Blvd., north of US 192. KPD units are located in downtown Kissimmee, also within 5-10 minutes.



- 3. Maintenance of Essential Utilities.** It shall be the responsibility of the Contractor to contact all utility owners for all utilities that are located within the project limits. The Contractor shall locate all utilities within the project limits whether shown on the contract drawings or not, and support and protect them from damage. Prior to performing any site work, the Contractor shall supply to the RPR a comprehensive checklist of utility facility owner's contacts including: telephone number, contact name, date contacted, and date utility was flagged at site. Construction activities shall not commence until the comprehensive utility locates checklist is approved by the RPR and written approval is granted by the RPR. Additionally, prior to any work proceeding at the project site(s), the Contractor shall flag or paint the location of all utilities (water, sewer, FAA cables, reclaimed water, power, telephone, fuel, gas, and all others) in the field that are located within the proximity of the work limits of this project in order to locate any possible conflicts. The Contractor shall provide written approval that flagged locations of utilities have been completed to the RPR prior to proceeding with construction activities.

Various direct buried FAA and other airport/utility cables pass through the work area. Some of these cables serve FAA facilities (such as NAVAIDs) and other airport facilities which are critical for the safe operation of the airport. It is of the utmost importance that damage to these cables be prevented. Cable locations shown on the plans are based upon the best information available, but are not precise. Scaling dimensional data from the contract drawings is specifically prohibited. Dimensional data necessary for the construction of the project has been provided on the contract drawings. The Contractor shall keep the RPR informed of their excavation plans at least fourteen (14) working days in advance. The Airport Operations shall notify the FAA and request that existing cables be staked in the field. The Contractor is responsible to coordinate with all other utility owners. The Contractor shall maintain all cable locates marked in the field. Even after the cables are staked, the Contractor shall use electronic detection devices and carefully hand excavate to locate cables. After cables are located, Contractor shall specify exact locations (stationing, offset, elevation and type of cable) and shall accurately measure and record their location data on the As-Built drawings. Copies of this measurement and recording of the data shall be considered an important part of the contract requirements. When encasing existing FAA cables in split duct or otherwise excavating in their vicinity, Contractor shall hand dig and use extreme caution to avoid damaging cables. All damage, even if superficial, shall be reported to the RPR. In many cases superficial cable nicks may be inexpensively repaired, but if not repaired will lead to failure of the cable. The RPR shall make the determination if repair or replacement of the damaged utility is necessary. Replacement shall be at the RPR's sole discretion. All repair methods must be acceptable to the FAA and documented as such by RPR. All repairs shall be made at the Contractor's expense. See the electrical related requirements of this contract for additional utility protection requirements.

- 4. Temporary Changes to Air Traffic Control Procedures.** Any and all temporary changes to the Air Traffic Control procedures must be coordinated and approved by the airport ATO/ATCT/Airport Operations. The ATCT and Airport Operations will be involved in all design conferences to establish the project phasing and work areas.

- C. Operations Effects for Construction Work Areas.** The series of tables within this Sub-Paragraph show the operational effects due to the construction of this project. For additional information see Paragraph 206 and refer to contract documents phasing sheets.



Project	Taxiway E Extension (24 End) and Obstruction Removal	
Phase	Phase 1 - 35 Calendar Days	
Scope of Work	• CONSTRUCT TAXIWAY ECHO OUTSIDE RUNWAY 6-24 AND TAXIWAY ALPHA SAFETY AREAS:	
Operational Requirements	Existing	Work Area 1 (Anticipated)
Runway 6-24	ADG III	Open
Runway 15-33	ADG III	Open
Taxiway A	ADG III	Open
Taxiway A1	ADG III	Open
Taxiway A2	ADG III	Open
Taxiway A3	ADG III	Open
Taxiway E (Existing)	ADG III	Closed
Taxiway E (New)	ADG III	N/A
Taxiway G	ADG III	Closed
Taxiway H	ADG III	Closed
Temporary Access	---ADG I	Open



Project	Taxiway E Extension (24 End) and Obstruction Removal	
Phase	Phase 1A - 35 Calendar Days	
Scope of Work	• CONSTRUCT TAXIWAY ECHO INSIDE RUNWAY 6-24 SAFETY AREA BUT OUTSIDE TAXIWAY ALPHA SAFETY AREA:	
Operational Requirements	Existing	Work Area 1A (Anticipated)
Runway 6-24	ADG III	Closed
Runway 15-33	ADG III	Open
Taxiway A	ADG III	Open
Taxiway A1	ADG III	Open
Taxiway A2	ADG III	Open
Taxiway A3	ADG III	Open
Taxiway E (Existing)	ADG III	Open
Taxiway E (New)	ADG III	---
Taxiway G	ADG III	Closed
Taxiway H	ADG III	Closed



Project	Taxiway E Extension (24 End) and Obstruction Removal	
Phase	Phase 1B - 15 Calendar Days	
Scope of Work	• TAXIWAY ALPHA INSIDE RUNWAYS 6-24 AND 15-33 RUNWAY SAFETY AREAS: NIGHT WORK – Reopen Runway 15-33 in the daytime.	
Operational Requirements	Existing	Work Area 1B (Anticipated)
Runway 6-24	ADG III	Closed
Runway 15-33	ADG III	Closed
Taxiway A	ADG III	Closed
Taxiway A1	ADG III	Closed
Taxiway A2	ADG III	Closed
Taxiway A3	ADG III	Closed
Taxiway E (Existing)	ADG III	Closed
Taxiway E (New)	ADG III	Closed
Taxiway G	ADG III	Closed
Taxiway H	ADG III	Closed
Temporary Access	---ADG I	Open



Project	Taxiway E Extension (24 End) and Obstruction Removal	
Phase	Phase 2 - 15 Calendar Days	
Scope of Work	• CONSTRUCT TAXIWAY ECHO AND TAXIWAY ALPHA INTERSECTION:	
Operational Requirements	Existing	Work Area 2
Runway 6-24	ADG III	Open
Runway 15-33	ADG III	Closed
Taxiway A	ADG III	Closed N of A3
Taxiway A1	ADG III	Open
Taxiway A2	ADG III	Open
Taxiway A3	ADG III	Open
Taxiway E (Existing)	ADG III	Closed
Taxiway E (New)	ADG III	---
Taxiway G	ADG III	---
Taxiway H	ADG III	Closed
Temporary Access	---ADG I	Closed



Project	Taxiway E Extension (24 End) and Obstruction Removal	
Phase	Phase 3 - 30 Calendar Days	
Scope of Work	• CONSTRUCT COMPASS CALIBRATION PAD:	
Operational Requirements	Existing	Work Area 3 (Anticipated)
Runway 6-24	ADG III	Open
Runway 15-33	ADG III	Open
Taxiway A	ADG III	Open/Close Locally
Taxiway A1	ADG III	Open
Taxiway A2	ADG III	Closed
Taxiway A3	ADG III	Open
Taxiway E (Existing)	ADG III	Open
Taxiway E (New)	ADG III	Open
Taxiway G	ADG III	Open
Taxiway H	ADG III	Open
Temporary Access	---ADG I	Open



Project	Taxiway E Extension (24 End) and Obstruction Removal	
Phase	Phase 4 - 0 Calendar Days	
Scope of Work	• PAVEMENT CURING PERIOD. CONSTRUCT TEMPORARY MARKINGS AND OPEN TAXIWAY ECHO:	
Operational Requirements	Existing	Work Area 4 (Anticipated)
Runway 6-24	ADG III	Open
Runway 15-33	ADG III	Open
Taxiway A	ADG III	Open
Taxiway A	ADG III	Open
Taxiway A1	ADG III	Open
Taxiway A2	ADG III	Open
Taxiway A3	ADG III	Open
Taxiway E (Existing)	ADG III	Open
Taxiway E (New)	ADG III	Open
Taxiway G	ADG III	Open
Taxiway H	ADG III	Open



Project	Taxiway E Extension (24 End) and Obstruction Removal	
Phase	Phase 5 - 7 Calendar Days	
Scope of Work	• PERMANENT MARKING, SUBSTANTIAL COMPLETION, PUNCHLIST WORK.:	
Operational Requirements	Existing	Work Area 5 (Anticipated)
Runway 6-24	ADG III	Open*
Runway 15-33	ADG III	Open*
Taxiway A	ADG III	Open*
Taxiway A	ADG III	Open*
Taxiway A1	ADG III	Open*
Taxiway A2	ADG III	Open*
Taxiway A3	ADG III	Open*
Taxiway E (Existing)	ADG III	Open*
Taxiway E (New)	ADG III	Open*
Taxiway G	ADG III	Open*
Taxiway H	ADG III	Open*
Temporary Access	---ADG I	Remove – No Longer Needed

*CLOSURES SAME AS OTHER PHASES BASED ON AREA OF WORK



Project	Taxiway E Extension (24 End) and Obstruction Removal	
Phase	Phase 6 - 8 Calendar Days	
Scope of Work	• FINAL COMPLETION, PUNCHLIST WORK:	
Operational Requirements	Existing	Work Area 6 (Anticipated)
Runway 6-24	ADG III	Open
Runway 15-33	ADG III	Open
Taxiway A	ADG III	Open
Taxiway A	ADG III	Open
Taxiway A1	ADG III	Open
Taxiway A2	ADG III	Open
Taxiway A3	ADG III	Open
Taxiway E (Existing)	ADG III	Open
Taxiway E (New)	ADG III	Open
Taxiway G	ADG III	Open
Taxiway H	ADG III	Open



208. Navigation Aid (NAVAID) Protection. Before commencing construction activities, parking vehicles, or storing construction equipment and materials near a NAVAID, the Contractor shall coordinate, through the RPR, with the ATCT to evaluate the effect of construction activity and the required distance and direction from the NAVAID. Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDs require special consideration since they may interfere with signals essential to air navigation. When either runway is operational, all of its associated NAVAIDs shall be operational. The Contractor will not be permitted within the critical areas of active NAVAIDs. The operational critical areas of NAVAIDs are graphically delineated on the project drawings. The stockpiling of construction material, as well as to movement and parking of construction equipment shall not be permitted in areas where these materials or equipment may interfere with line of sight from the ATCT or with electronic emissions devices. Interference from construction equipment and activities may require NAVAIDs shutdown or adjustment of instrument approach minimums for low visibility operations. If these conditions are required a NOTAM will be needed per Paragraph 213. All construction activities and materials/equipment stored near NAVAIDs must not obstruct access to the equipment and instruments for maintenance by Airport Operations/FAA personnel. **For this project no storage or parking of vehicles or equipment is permitted near active NAVAIDS.**

The Contractor is solely responsible for locating all existing utilities within the project limits. Prior to initiation of any construction in the field, the Contractor shall provide a written notice (return receipt requested) to each of the utility companies with assets on the Airport in addition to Florida Sunshine One Call as prescribed by state law. The Contractor shall provide the RPR with a copy of the receipt of said written notification to each of the utility companies. This requirement is in addition to any other state laws regarding public notification prior to excavation.

209. Contractor Access. All construction personnel shall regularly be reminded that within the AOA, an aircraft always has "the Right-Of-Way". The Contractor personnel shall familiarize themselves with the access routes and remember at all times that, "keeping people and vehicles from areas of the airport where they don't belong is each Contractor personnel's responsibility". The Construction Safety and Phasing Plan Drawings G004-G007 identify the proposed routes that the Contractor should utilize to access the project work areas and the Contractor's Staging and Storage Area.

A. Location of Stockpiled Construction Materials. The locations of the stockpiles shall be approved by the RPR and the Airport. Stockpiled materials are not permitted in the Safety Area, Object Free Area or Obstacle Free Zone of an active runway or taxiway. At the onset of the project, the Contractor, through the RPR, shall confirm that FAA Form 7460-1 "Notice of Proposed Construction or Alteration", for this project is approved and on record. The Contractor must ensure that stockpiled materials and equipment adjacent to these areas are prominently marked and lighted during hours of restricted visibility or darkness. This includes determining and verifying that materials are stabilized and stored at an approved location so as not to be a hazard to aircraft operations and to prevent attraction of wildlife and foreign object damage. All Foreign Object Debris (FOD) resulting from stockpiled materials shall be removed and cleaned immediately.

The height of all stockpiled materials within the AOA shall be limited to 15 feet unless authorized by the RPR and the Airport.



B. Vehicle and Pedestrian Operations. Vehicle and pedestrian access to the airport secure area must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the AOA. The Contractor should coordinate requirements for vehicle operations with airport operations. In regard to vehicle and pedestrian operations, the CSPP outlines the following details and its associated training requirements:

- 1. Construction Site Parking.** Contractor employees shall park in an area designated and approved by the Engineer, RPR and Airport Operations to prevent any unauthorized entry of persons or vehicles onto the AOA. Only authorized vehicles will be permitted in the secure area. All parked vehicles should be at least 8 feet away from any fencing. No personal vehicles will be allowed inside the security fence.
- 2. Construction Equipment Parking.** Contractor must park and service all construction vehicles in an area designated by the RPR and Airport Operations outside the Obstacle Free Zone and never in the Safety Area of an active runway or taxiway, or in the Object Free Area of an active taxiway. Unless a complex setup procedure makes movement of specialized equipment infeasible, inactive equipment must not be parked on a closed runway or taxiway. If it is necessary to leave specialized equipment on a closed taxiway or runway at night, the equipment must be well lighted. Contractor will be required to park all construction vehicles outside the object free area of an active runway or an active taxiway when not in use by construction personnel (for example, overnight, on weekends, or during other periods when construction is not active). Equipment/vehicles parking areas must not obstruct the clear line of sight by the ATCT to any runways, taxiways, taxilanes or aprons under air traffic control nor obstruct any runway visual aids, signs, or navigation aids. The FAA must also study those areas to determine effects on airport design criteria, surfaces established by 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace (Part 77), and on NAVAIDs and Instrument Approach Procedures (IAP). See Paragraph 213.E (1) for further information.
- 3. Access and Haul Roads.** The Construction Safety and Phasing Plan Drawing G004 shows the location of the Contractor's access to the construction site and the proposed haul routes. The Contractor shall not utilize any access roads or haul routes other than those that are approved. Access routes used by Contractor vehicles must be clearly marked to prevent confusion and/or inadvertent entry to areas open to airport operations. Pay special attention to ensure that if construction traffic is to share or cross any emergency routes that right of way is not impeded at any time, and that construction traffic on haul routes does not interfere with NAVAIDs or approach surfaces of operational AOA features.
- 4. Marking and lighting of vehicles.** Marking and lighting of vehicles shall be in accordance with FAA AC 150/5210-5 "Painting, Marking, and Lighting of Vehicles Used on an Airport" (Latest Edition), and per requirements outlined in the construction documents.
- 5. Description of proper Vehicle Operations.** Contractor employees shall take training classes to properly prepare themselves to drive in authorized areas, under normal, lost communications, and emergency conditions.



6. **Required Escorts.** Vehicles that are not authorized to drive in the secure airport area on their own shall be properly escorted in accordance with Airport Operation's requirements by approved Contractor personnel.
7. **Training Requirements for Vehicle Drivers.** Specific training should be provided to those vehicle operators providing escorts to ensure compliance with Airport Operation's vehicle rules and regulations. See FAA AC 150/5210-20 "Ground Vehicle Operations to include Taxiing or Towing an Aircraft on Airports" (Latest Edition), for information on training and records maintenance requirements. All Contractor vehicles shall obey the speed limits posted on the AOA roads. All vehicles traveling on haul routes, closed runways and taxiways shall not drive faster than 25 mph and/or maximum Airport speed limits.
8. **Situational Awareness.** Vehicle drivers must confirm by personal observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance by the FAA Air Traffic Control Tower to cross a runway, taxiway, or any other area open to aircraft operations. In addition, it is the responsibility of the escort vehicle driver or flagmen to verify the movement/position of all escorted vehicles at any given time.
9. **Two-way radio communication procedures.**
 - a) **General.** The Contractor and their personnel must understand the critical importance of maintaining radio contact, as directed by the airport, from and with the ATCT. The Contractor must ensure that personnel engaged in activities involving unescorted operations within AOA observe the proper procedures for communications, and are properly trained in performing these duties, including using appropriate radio frequencies, for the ATCT. All Contractor vehicles that are required to access or cross active taxiways shall do so under the direct control of flagmen in radio contact with the ATCT. Flagmen shall be trained and instructed by Airport Operations in the regulations governing operations on the AOA and radio procedures at the airport, and take a special safety class with Airport Operations. Flagmen shall remain with their vehicle or monitor vehicle crossing at all times. Flagmen and radios shall be furnished by the Contractor. The radios shall operate on a common frequency approved by Airport Operations. It shall be understood by the Contractor that airport traffic on runways, taxiways, taxilanes and aprons shall have priority over Contractor's traffic. Contractor must notify the ATCT and Airport Operations before any flagging activity begins each day and when the flagging activity ends each day.
 - b) **Areas requiring two-way radio communication with the ATCT.**

Vehicular traffic crossing active aircraft movement areas must be controlled either by an authorized Airport escort or authorized flagmen, who must be in direct contact with the ATCT via a two-way radio communication capability with the ATCT.
 - c) **Frequencies to be used.** Airport Operations will provide the Contractor with the correct radio frequencies to be utilized for the project. All Contractor personnel expected to utilize these frequencies should tape the frequency numbering to the vehicles dash board so they do not forget.
 - d) The Contractor must be trained in proper radio usage, including read back requirements.



- e) The Contractor must be trained in proper phraseology, including the International Phonetic Alphabet.

10. Maintenance of the Secured Area of the Airport, including:

- a) **Fencing and Gates.** Contractor must maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates will be equipped so they can be securely closed and locked to prevent access by animals, and unauthorized people and vehicles. Procedures will be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit "piggybacking" behind another person or vehicle. The Department of Transportation (DOT) document DOT/FAA/AR-00/52, Recommended Security Guidelines for Airport Planning and Construction, provides more specific information on fencing. A copy of this document can be obtained from the Airport Consultants Council, Airports Council International, or American Association of Airport Executives.
- b) **Badging Requirements.** Currently, ISM does not employ security badges, but rather security access codes to get into the secured areas. Access codes will be managed by the Airport, and distributed, changed at a frequency and timetable determined by the Airport.
- c) ISM is subject to 49 CFR Part 1542 "Airport Security" as applicable to non-Part 139 airports, and is in compliance of the standards for access control, movement of ground vehicles, and identification of construction Contractor and tenant personnel. The Contractor shall comply with all requirements established by Airport Operations and/or amended due to revisions implanted by the FAA regulations throughout the duration of the construction of this project.

210. Wildlife Management. The CSPP and SPCD must be in accordance with the airport operator's wildlife hazard management plan, if applicable. See FAA AC 150/5200-33 "Hazardous Wildlife Attractants on or Near Airports", and Certalert 98-05, Grasses Attractive to Hazardous Wildlife. The Contractor must carefully control and continuously remove waste or loose materials that might attract wildlife. Surrounding the entire perimeter of the ISM AOA, there is security fencing in place to eliminate and minimize wildlife from encroaching into the AOA. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports, such as:

- A. Trash.** Food scraps must be collected from constructor personnel activity. All trash resulting from food shall be securely place in Contractor vehicles or trash cans, such that the trash does not fly away or enter the AOA.
- B. Standing Water.** Water shall not be allowed to collect and pool, within construction areas of this project, for more than any single 24-hour period unless as depicted on the drainage related contract drawings. Dewatering is required at all times.
- C. Tall Grass and Seeds.** The use of millet seed and turfing operations shall not be permitted. The typical requirement is to place T-904 Sodding, per Contract Documents, on all earthwork areas that were disturbed by the project.



D. Poorly Maintained Fencing and Gates. Contractor must maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. All gates and fencing within the vicinity of the project are required to be checked by the Contractor. Airport Operations also conducts random checks to ensure that none of the existing gates are poorly maintained or monitored. All Contractor discrepancies pointed out by the RPR and Airport Operations shall be immediately corrected by the Contractor.

E. Disruption of Existing Wildlife Habitat. The Contractor personnel should immediately notify the RPR of wildlife sightings.

211. Foreign Object Debris (FOD) Management. Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. The Contractor must not leave or place FOD on or near active aircraft movement areas. Materials capable of creating FOD must be continuously removed during the construction of the project. Prior to accessing the construction site, the Contractors shall inspect their vehicles (i.e., tires, truck beds, construction equipment, etc.) to ensure that nothing can fall/fly off of them to create potential FOD hazards.

If FOD is observed, the material shall be removed immediately by the Contractor. The RPR may direct that debris problems during construction, not corrected by the Contractor, be corrected by others at the expense of the Contractor. The Contractor shall have power brooms and automatic motorized vacuum equipment with drivers available on site at all times. Cleaning equipment shall be suitable for cleaning construction debris from the pavement.

Contractor shall also have water trucks with drivers available to control dust when informed by Airport Operations and RPR. Excessive dust can cause pilot confusion due to the loss of line of sight.

212. Hazardous Materials (HAZMAT) Management. The Contractor operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean-up spills resulting from fuel or hydraulic fluid leaks. Transport and handling of other hazardous materials on an airport also requires special procedures. See FAA AC 150/5320-15 "Management of Airport Industrial Waste" (Latest Edition). The Contractor shall develop and implement spill prevention and response procedures for vehicle operations.

213. Notification of Construction Activities. The CSPP details procedures for the immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of the airport. It must address the notification actions described below, as applicable.



A. List of Responsible Representatives/points of contact for all involved parties, and procedures for contacting each of them, including after hours.

Entity	Title	Name	Phone Number
ISM	Director of Aviation	Terry Lloyd	407-518-2516
ISM	Airport Operations	Ramon Senorans	407-518-2537
ISM/RVA	Air Traffic Manager	Glenn "Huck" Huckeba	407-791-6446
ISM	Airport Administrative Coordinator	Erika Garcia	407-518-2505
AVCON	Design Team/RPR	Russ Holliday	407-575-4786
AVCON	Design Team/RPR	Brandon Hiers	904-762-5553
Ranger	Construction Supervisor/Project Manager	TBD	TBD
FAA	ESU Coordinator	Shawn Tufts	813-352-4110
Police	Kissimmee Police Department	In Case of Emergency	911
Police	Kissimmee Police Department	Non-Emergency	407-847-0176
Poison	Poison Control National	N/A	800-222-1222
Hospital	Florida Hospital Kissimmee	N/A	407-846-4343

- B. NOTAMs.** Only Airport Operations may initiate or cancel NOTAMs on airport conditions, and is the only entity that can close or open an AOA feature. Airport Operations shall coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities, maintenance, tenants and ATCT, and must provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The airport operator must file and maintain a list of authorized representatives with the FSS. See FAA AC 150/5200-28 "Notices to Airmen (NOTAMs) for Airport Operators", for a sample NOTAM form. Only the FAA may issue or cancel NOTAMs or shutdown or irregular operation of FAA owned facilities. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the airport operator.

During the design phases, Airport Operations will be notified of potential AOA features that will be impacted during the actual construction of the project. At the onset of construction activities, the Contractor shall provide a tentative schedule, through the RPR, to Airport Operations regarding all potential AOA features that will require a closure or multiple closures throughout the construction of the project. The Contractor shall submit specific closure requests for runway(s), taxiway(s) or other AOA features well in advance of the planned closures at the Monday Morning Airport Operations Construction Coordination Meetings. Any NOTAMs required shall be coordinated with Airport Operations, through the RPR, at least two (2) weeks in advance of the actual closure.



C. Emergency notification procedures for medical, firefighting, and police response.
All life or death related emergency situations will require the Contractor or Contractor personnel to contact the Police or "911". The Police Dispatch will notify the appropriate agencies required for the handling of the emergency. The Contractor shall also contact the RPR and Airport Operations of all such matters.

D. Coordination with ARFF. Kissimmee Fire and Police Departments should be utilized for any rescue or firefighting needs at ISM since an ARFF does not exist on the Airport.

E. Notification to the FAA

1. Part 77. All Contractor construction activities or alteration of objects that will affect the navigable airspace, as defined in Part 77, must be identified and approved by the RPR, Airport Operations and the FAA. This includes construction equipment and proposed parking areas for their equipment (i.e. cranes, graders, other equipment) on airports. The FAA Form 7460-1 "Notice of Proposed Construction or Alteration", shall be used for this purpose and submitted to the FAA Orlando Airports District Office by the Airport and Design Team prior to the construction award of the contract. All alterations during the construction of the project shall be resubmitted by the Contractor, RPR and the Airport for the FAA's approval.

2. Part 157. With some exceptions, Title 14 CFR Part 157, Notice of Construction, Alteration, Activation, and Deactivation of Airports, requires that the airport operator notify the FAA in writing whenever a non-Federally funded project involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. This notification involves submitting of the FAA Form 7480-1 "Notice of Landing Area Proposal", to the Orlando FAA Airports District Office by Airport Operations.

3. NAVAIDS. For emergency (short-notice) notification about impacts to both airport owned and FAA owned NAVAIDS, contact: 866-432-2622 or the ISM ATCT. at 407-791-6446

(a) Airport owned/FAA maintained. If construction operations require a shutdown of more than 24 hours, or more than 4 hours daily on consecutive days, of NAVAIDS owned by the airport but maintained by the FAA, the Contractor shall provide a 45-day minimum notice to FAA ATO/Technical Operations/ATCT prior to facility shutdown.

(b) FAA owned.

(i) The Contractor, Airport Operations and RPR shall notify the appropriate FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes impacts to NAVAIDS. (Impacts to FAA equipment may be covered by a Reimbursable Agreement (RA) and do not have to be reported by the ISM).



- (ii) The Contractor, Airport Operations, and PRR shall coordinate work for a FAA owned NAVAID shutdown with the local FAA ATO/Technical Operations Office/ATCT, including any necessary reimbursable agreements and flight checks. The Contractor shall detail procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDs. In addition, seven (7) days advanced notice is required to schedule the actual shutdown.

214. Inspection Requirements.

- A. Daily Inspections.** Inspections will be conducted at least daily, but more frequently if necessary to ensure conformance with the CSPP. A sample checklist is provided in Appendix 4 of the FAA AC 150/5370-2 "Operational Safety on Airports During Construction" (Latest Edition) and is described in Chapter 3 Paragraph 324 of the CSPP, to be utilized by the Contractor. The RPR will have full time inspectors monitoring activity throughout construction. The Contractor will also be required to conduct daily inspections per GP-100 Contractors Quality Control Program as outlined in FAA AC 150/5370-10 "Standards for Specifying Construction of Airports" (Latest Edition).

Prior to opening any work area or phase for aircraft traffic use, the RPR will arrange for an inspection by RPR and Airport Operations. All areas will be subject to inspection by Airport Operations and the FAA at any time and noted deficiencies shall be corrected by the Contractor immediately.

- B. Final Inspections.** All extended runway closures may require safety inspections at certificated airports prior to allowing air carrier service. Airport Operations and the RPR shall coordinate with the FAA Airport Certification Safety Inspector (ACSI) to determine if a final inspection will be necessary. Personnel from the FAA, Airport Operations, Design Team, RPR, and Contractor will conduct a final inspection at the completion of the construction of the project. All discrepancies from the Contract Documents, identified during the substantial completion inspections, must be corrected by the Contractor prior to the Final Completion Inspection.

215. Underground Utilities. The CSPP outlines procedures for locating and protecting existing underground utilities, cables, wires, pipelines, and other underground facilities in excavation areas. This involves coordinating with public utilities and FAA ATO/Technical Operations. Note that the "One Call" services does not include FAA ATO/Technical Operations. See Paragraph 207.B.3 for detailed procedures related to underground utilities. At ISM, all FAA Utilities are located by FAA personnel working at ISM, upon a timely request made by the Contractor and RPR through Airport Operations.

216. Penalties. Penalty for noncompliance with FAA and/or Airport rules and regulations and the safety plans (for example, if a vehicle is involved in a runway incursion, lost/no/expired badge, lost/no/expired vehicle decal) will be the sole responsibility of the Contractor. Such penalties can typically include rescission of driving privileges or access to the AOA and/or fines assessed for violations by the governing agencies. All AOA violations will be assessed by Airport Operations.



217. Special Conditions. During periods of severe weather conditions or other special operational emergencies, Airport Operations and the RPR may direct the Contractor to relinquish areas under construction and to prepare the areas for the severe weather or aircraft operations. Other special operational emergencies may include low-visibility operations, aircraft in distress, aircraft accident, security breach, Vehicle/Pedestrian Deviation (VPD) and other activities requiring construction suspension/resumption. In this event the RPR and Airport Operations will direct the Contractor to evacuate the area. The RPR will specify the limits of the area to be evacuated, the term of evacuation, and the conditions governing the restoration work necessary to prepare the area for aircraft operations. The Contractor shall promptly and fully comply with the RPR's directive. Should the directive entail extra work under the Contract, as determined by the RPR, the Contractor will be reimbursed for such extra work in accordance with the General Conditions of the Contract Documents. Should the directive entail a delay in the completion of the Contract or any defined subdivision of the contract, as determined by the RPR, the Contractor may be granted an extension of time if allowed by the provisions of General Conditions of the Contract Documents.

218. Runway and Taxiway Visual Aids. The Contractor shall ensure that airfield marking, lighting, signs, and visual NAVAIDS, that aircraft rely on and where aircraft are operating, are protected and clearly and visibly separated from construction areas. Throughout the duration of the construction project, the Contractor shall ensure that construction areas are clearly marked and visible at all times and that marking, lighting, signs, and visual NAVAIDS, that are to remain operational, are protected, remain in place and remain operational.

A. General. Airport markings, lighting, signs, and visual NAVAIDS must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, or other wind currents and constructed of materials that would minimize damage to an aircraft in the event of inadvertent contact.

B. Markings. Markings must be in compliance with the standards of FAA AC 150/5340-1 "Standards for Airport Markings" (Latest Edition), and in compliance with the Construction Documents. Runway exit taxiways closed to aircraft operations are marked with a yellow X. Temporary runway closures are designated by Portable Runway Closure Markers (lighted X) placed on or near the runway designation numbers.

1. Temporarily Closed Runways. The Contractor shall use a lighted X (Portable Lighted Runway Closure Markers), both at night and during the day, placed at each end of the runway facing the approach and on or near the runway designation numbers. The use of lighted X's is required at all times during this project when Runway 6-24 or Runway 15-33 is temporarily closed for aircraft operations. See FAA AC 150/5345-55, "Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure" (Latest Edition). The Contractor through coordination with RPR and Airport Operations shall disconnect the lighting circuits or secure switches to prevent inadvertent activation for NAVAIDS associated with the temporarily closed Runway 6-24.

2. Temporarily Closed Taxiways. The Contractor shall place low profile barricades to prevent aircraft from entering closed portions of taxiways. At runway/taxiway intersections, the Contractor shall place a X at the entrance to the closed taxiway from the runway. If unable to paint temporary markings on the pavement, construct them from any of the following materials: fabric, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and



appropriately secured to prevent movement by prop wash, jet blast, or other wind currents.

If the taxiway will be closed for sixty (60) or more calendar days, or other approved duration per Airport Operations, taxiway centerline markings, including runway leadoff lines, leading to the closed section will be obliterated. If the centerline markings will be reused upon reopening the taxiway, it is preferable to paint over the marking. This will result in less damage to the pavement when the upper layer of paint is ultimately removed. The application rate of paint to mark a short-term temporary taxiway closure may deviate from the P-620, "Runway and Taxiway Painting," Specification provided in the Contract Documents.

If possible, the taxiway lighting circuits will be deactivated. When deactivation is not possible (for example other taxiways on the same circuit are to remain open), cover the light fixture in such a way as to prevent light leakage.

3. Permanently Closed Runways and Taxiways. These conditions do not exist on this project. If needed, refer to FAA AC 150/5370-2 "Operational Safety at Airports During Construction" Section 218 (Latest Edition).

4. Partially Closed Runways and Displaced Thresholds. Neither of the runway thresholds for Runway 6-24 or Runway 15-33 will be displaced or partially closed on this project; therefore, the markings will not need to be altered.

C. Signs. Signs are designed to be in conformance with the FAA AC 150/5345-44 "Specification for Runway and Taxiway Signs" (Latest Edition) and FAA AC 150/5340-18 "Standard for Airport Sign Systems" (Latest Edition). Any time a sign does not serve its normal function; it must be securely covered or removed to prevent misdirecting pilots. Note that information signs identifying a crossing taxiway continue to perform their normal function even if the crossing taxiway is closed. The electrical construction plans provide details regarding demolition, relocation or covering of the guidance signs. The Contractor shall request approval from the Engineer, RPR, and Airfield Operations, prior to taking a guidance sign out of service.

D. Lighting and Visual NAVAIDs. When disconnecting runway and taxiway lighting fixtures, disconnect the associated isolation transformers. Alternately, cover the light fixture in such a way as to prevent light leakage. Avoid removing the lamp from energized fixtures because an excessive number of isolation transformers with open secondaries may damage the regulators and/or increase the current above its normal value. Secure, identify, and place any above ground temporary wiring in conduit to prevent electrocution and fire ignition sources.

Temporary airfield electrical fixtures and conductors are allowable when necessary, but shall be installed as follows:

1. Temporary lights shall be bolted to the pavement in a manner rendering the light stationary and allowing space for conductors to enter or exit and to be spliced.



2. When the above is not practical, lights shall be fastened to a weighted object adaptable for the purpose and of sufficient weight to inhibit movement by jet engine blast.
3. Temporary conductors supplying temporary lights shall be installed in a rigid galvanized steel conduit system and secured every five feet to prevent movement by jet engine blast.
4. All joints or splices in temporary conductors shall have heat shrink tubing with integral sealant or tape applied in accordance with the Contract Documents to secure mechanical and electrical connection and prevent water entry.
5. All plug-in connections shall have tape or heat shrink tubing with integral sealant applied to prevent accidental disconnection and shall be color code taped to expedite quick, efficient disconnection and restoration.
6. Temporary lights and signage shall conform as closely as possible to permanent locations normally on the taxiway or runway but shall guide aircraft in a safe path. Please refer to the temporary airfield lighting details provided in the Contract Documents for additional requirements.

Closed taxiways and runways shall be blacked out in a manner acceptable to FAA, RPR and Airport Operations and said black/out/markings/lighting shall be kept in acceptable condition.

1. The recommended method of temporarily bypassing a fixture is to unplug and bypass the primary side of the L-830 isolation transformer. No more than 5% of the fixtures in each airfield lighting circuit may be unplugged from the L-830 isolation transformer secondary or have the lamp removed. If at any time a larger number of fixtures are required to be bypassed at the L-830 isolation transformer secondary (or have the lamp removed) a shorting device shall be installed.
2. Pipe sleeves used to obscure the elevated edge lights shall be of sufficient length to block all light output.
3. During runway closures the respective runway's mandatory signs shall remain operational.
4. Airfield signs providing directions to closed areas shall be covered (black out). No stray light may be emitted from the covered portions of the sign. The signs shall be covered with 3/8" thick exterior plywood panels. The plywood panels shall be painted black and shall be banded to the sign. Please refer to the temporary airfield lighting details provided in the Contract Documents for additional requirements.
5. Areas closed to aircraft shall not be lighted (black out). Adequate lighting, in the opinion of the RPR or Airport Operations, shall be provided to delineate the active and closed areas of the AOA.



The Contractor shall provide temporary wiring as required to reconnect existing circuits to provide guidance for aircraft to pass through the construction areas on those taxiways/runways, which must remain open. The Contractor shall bypass or otherwise render inoperative those portions of the runway/taxiway lighting circuits in closed areas of the airfield.

All runways/taxiways not closed for construction shall have fully operable airfield lighting systems using the airport airfield lighting control system. The Contractor shall coordinate the temporary airfield lighting requirements for each phase with the RPR. The Contractor shall submit a temporary airfield lighting plan to the RPR two weeks prior to the need for the temporary airfield lighting. The RPR will coordinate the plan with the airport and FAA. The Contractor shall make revisions to the temporary airfield lighting plan as required by the RPR.

219. Marking and Signs for Access Routes. The pavement markings and signs for construction personnel shall conform to the FAA AC 150/5340-18 "Standard for Airport Sign Systems" (Latest Edition) and the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or Florida Department of Transportation Design Standards or Specifications. Signs adjacent to areas used by aircraft must comply with the frangibility requirements of FAA AC 150/5220-23, "Frangible Connections" (Latest Edition), which may require modification to size and height guidance provided in the MUTCD and FDOT Design Standards and Specifications.

The Contractor shall provide construction signage per FDOT Design Standards along Thacker Blvd. and Patrick St. at each respective construction entrance gate, in both directions to alert local traffic regarding construction vehicles entering and leaving the AOA.

220. Hazard Marking, Lighting and Signing.

A. Hazard Marking, Lighting and Signing. The hazard markings, lighting and signage prevent pilots from entering areas closed to aircraft; these features also prevent construction personnel from entering areas open to aircraft operations. The Drawings provided in the Contract Documents specify prominent, comprehensible warning indicators for areas affected by construction that is normally accessible to aircraft, personnel, or vehicles. The Contractor is directed to provide hazard marking and lighting as specified to identify open manholes, trenches, small areas under repair, stockpiled material, waste areas, and areas subject to jet blast. The Contractor shall stay clear of all FAA, ISM, and National Weather Service facilities cables and power lines; instrument landing system (ILS) critical areas; and airport surfaces, such as RSA, TSA, OFA, and OFZ.

B. Equipment.

1. Barricades (low-profile light mounted barricades), weighted with 25 lbs. sand bags are the acceptable methods used to identify and define the limits of construction on this project. Traffic construction cones (rubber/plastic) may be utilized for construction setback limits and surrounding of small hazardous areas within the construction areas. The barricades and materials used to secure the barricades shall be those that pose the least danger to aircraft but shall be sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast. The spacing of barricades shall be 4 (four) feet to exclude vehicles from driving through the space between



barricades. At select locations, as approved by the RPR and Airport Operations, barricades spacing shall be increased to permit access for construction and emergency vehicles.

All barricades shall be moved at least once a week and the Contractor shall sweep any debris that has accumulated and remove this debris from the site. The barricades shall then be replaced at the appropriate location.

2. **Lights must be red**, either steady burning or flashing, and must meet the luminance requirements of FDOT Design Standards and Specifications. Batteries powering lights will last longer if lights flash. These lights must be affixed on the barricades. Lights must be mounted on barricades and spaced at no more than 4 feet apart. Lights must be operated between sunset and sunrise and during periods of low visibility whenever the airport is open for operations. They may be operated by photocell, but this may require that the Contractor to turn them on manually during periods of low visibility during daytime hours.
3. **Supplement barricades with signs.** The Contractor shall provide additional signs (for example "No Entry," "No Vehicles") as necessary in accordance with the FDOT Design Standards and Specifications.
4. **Air Operations Area – General.** Barricades shall not be permitted in any active runway, taxiway or taxilane safety area. Within a runway or taxiway object free area, and on aprons, use orange traffic cones or collapsible barricades marked with diagonal with alternating orange and white stripes; along with flashing or steady burning red lights as noted above, and/or signs to separate all construction/maintenance areas from the movement area. All barricades shall be supplemented with alternating orange and white flags at least 20 inches by 20 inches square and securely fastened to eliminate FOD. All barricades adjacent to any open runway, taxiway or taxilane safety area, or apron must be as low as possible to the ground, and no more than 18 inches high, exclusive of supplementary lights and flags. Barricades must be of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, or other surface wind currents. If affixed to the surface (on aprons only), they must be frangible at grade level or as low as possible, but not to exceed 3 inches above the ground.
5. **Air Operations Area – Runway/Taxiway Intersections.** The Contractor shall utilize highly reflective low-profile barricades with lights to close taxiways leading to closed runways, as described above and per the Contract Documents. For this project 10 to 15 minutes closure periods are not anticipated. The use of traffic cones is appropriate for short duration closures and must be approved by the RPR and Airport Operations.
6. **Air Operations Area – Other.** Beyond runway, taxiway and taxilane object free areas and aprons, barricades intended for construction vehicles and personnel may vary but shall be in compliance with the FDOT Design Standards and Specifications.



7. Maintenance. The construction specifications and drawings provide a provision requiring the Contractor to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The Contractor must file the contact person's information with the RPR, Airport Operations and ATCT. Lighting should be checked for proper operation at least once per day, preferably at dusk.

221. Protection of Runway and Taxiway Safety Areas. Runway and taxiway safety areas, obstacle free zones, object free areas, and approach surfaces are described in FAA AC 150/5300-13 "Airport Design" (Latest Edition). Protection of these areas includes limitations on the location and height of equipment and stockpiled material. The "Construction Safety and Phasing Plan" and "Construction Safety and Phasing Plan Notes and Details" Drawings provided in the Contract Documents are designed such that all construction activities will remain clear of all applicable safety areas, object free areas, obstacle free zones and approach departure surfaces affected by construction. For this project the Contractor vehicles and equipment heights shall not exceed 15 feet. In addition to items mentioned under this Section the Contractor shall see and review the following:

- Section 209: Contractor Access.
- Section 213: Notification of Construction Activities.
- Section 218: Runway and Taxiway Visual Aids.
- Section 220: Hazard Marking, Lighting and Signage.

A. Runway Safety Area (RSA). A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway. See FAA AC 150/5300-13 "Airport Design" (Latest Edition). Construction activities within the existing RSA are subject to the following conditions:

- 1. No construction may occur within the existing RSA** while the runway is open for aircraft operations. During the construction of this project both Runway 6-24 and Runway 15-33 will be impacted. The RSA dimensions for Runway 6-24 is 500 feet centered on the centerline or 250 feet east or west of the centerline. The Runway Safety Area Length beyond Runway 24 Temporary End shall be maintained as 1,000 feet.
- 2. The Airport will not need to coordinate** the adjustment of RSA Length beyond runway end dimensions as the operational characteristics of Runway 6-24 will not be altered. During the design phases, the Design Team will coordinate the temporary runway closure details with the Airport Operations and ATCT. The CSPP and phasing drawings will be submitted to the FAA for approval. During construction the Contractor/RPR will coordinate with the Airport Operations and ATCT to issue all appropriate NOTAMs.
- 3. The Contractor shall not enter the RSA** of any open runways at any time. No construction activities shall be permitted on a pullback basis within the RSA. There will be no blasting.



4. Excavations.

- a) The Contractor will not be permitted to have open trenches or excavations within the RSA while a runway is open. If necessary due to emergency operational conditions, the Contractor shall backfill trenches before the reopening of the temporarily closed runway. If the runway must be opened before excavations are backfilled, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the runway across the trench without damage to the aircraft.
- b. The Contractor shall prominently mark open trenches and excavations at the construction site with red or orange flags, low profile barricades or traffic construction cones, as approved by the Airport Operations and RPR, and light them with red lights during hours of restricted visibility or darkness.

5. Erosion Control. Soil erosion must be controlled to maintain RSA standards, that is, the RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft. The project grading plans issued to the Contractor for construction of the RSA are designed to conform to the gradients requirements mandated by FAA AC 150/5300-13 "Airport Design" (Latest Edition). A set of Storm Water Pollution Prevention Plan (SWPPP) drawings have been generated as part of the construction plans.

B. Runway Object Free Area (ROFA). Construction, including excavations, may be permitted in an active ROFA providing they are marked with barricades. All equipment must be removed from the ROFA when not in use, and material should not be stockpiled in the ROFA if not necessary. Stockpiling material in the ROFA requires submittal of a FAA Form 7460-1 "Notice of Proposed Construction or Alteration", and justification provided to the FAA Orlando Airport District Office for approval.

C. Taxiway Safety Area (TSA). A taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. See FAA AC 150/5300-13 "Airport Design" (Latest Edition). Construction activities within the TSA are subject to the following conditions:

1. **No construction may occur** within the TSA while the taxiway is open for aircraft operations. The TSA dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a TSA that is equal to the TSA width available during construction. See FAA AC 150/5300-13 "Airport Design", Table 4-1 Design standards based on Airplane Design Group (ADG) [Latest Edition]. The TSA dimensions summary is provided in the table below:

Airplane Design Group	TSA Dimension centered along centerline
Group I	49 feet
Group II	79 feet
Group III	118 feet



Group IV	171 feet
Group V	214 feet
Group VI	262 feet

2. **The airport operator must coordinate** the adjustment of the TSA width as permitted above with the FAA Orlando Airport District Office and ATCT. A NOTAM shall be issued per Paragraph 213.
3. **The Contractor shall not enter the TSA** dimensions at any time without written approval from Airport Operations and RPR.
4. **Excavations.**
 - a) The Contractor will not be permitted to have open trenches or excavations within the TSA while a taxiway is open. If necessary due to emergency operational conditions, the Contractor shall backfill trenches before the reopening of the temporarily closed taxiway. If the taxiway must be opened before excavations are backfilled, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the taxiway across the trench without damage to the aircraft.
 - b) The Contractor shall prominently mark open trenches and excavations at the construction site with red or orange flags, low profile barricades or traffic construction cones, as approved by the Airport Operations and RPR, and light them with red lights during hours of restricted visibility or darkness.
5. **Erosion Control.** Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft. The project grading plans issued to the Contractor for construction of the TSA are designed to conform to the gradients requirements mandated by FAA AC 150/5300-13 "Airport Design" (Latest Edition). A set of Storm Water Pollution Prevention Plan (SWPPP) drawings have been generated as part of the construction plans.
- D. **Taxiway Object Free Area (TOFA).** Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway object free area during normal operations. The restrictions for construction activities in the TOFA are more stringent. The Drawings provided in the Contract Documents for this project are designed to eliminate construction activities within the TOFA. No construction shall occur within the TOFA while the taxiway is open for aircraft operations. If the Contractor requests and is approved to conduct construction activities within an active TOFA, all guidelines identified in Paragraph 221.d of FAA AC 150/5370-2 "Operational Safety on Airports During Construction" (Latest Edition) shall be adhered to by the Contractor, RPR, and Airport Operations. The TOFA dimensions summary is provided in the table below:



Airplane Design Group	TOFA Dimension centered along centerline
Group I	89 feet
Group II	131 feet
Group III	186 feet
Group IV	259 feet
Group V	320 feet
Group VI	386 feet

E. Obstacle Free Zone (OFZ). In general Contractor personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. If a penetration to the OFZ is necessary, it may be possible to continue aircraft operations through operational restrictions. If applicable, the Contractor shall coordinate with the RPR, Airport Operations, ATCT, and the Orlando Airport District Office. The "Phasing Plan" and "Safety and Security Notes and Details" Drawings provided in the Contract Documents for this project are designed to eliminate construction activities within the OFZ.

F. Runway Approach/Departure Areas and Clearways. All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in Appendix 2, "Threshold Siting Requirements," of FAA AC 150/5300-13 "Airport Design" (Latest Edition). Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. If applicable, the Contractor shall coordinate with the RPR, Airport Operations, ATCT, and the Orlando Airport District Office.

1. Construction activity in a runway approach/departure area. Construction activities within runway approach/departure areas are anticipated for this project. When construction activities are scheduled near the Runway 24 end, the entire Runway 6-24 will be temporarily closed. The Airport Operations/ATCT will be notified to file a NOTAM for the temporary runway closure; clearly informing the OCC personnel that the Runway 6-24 is not available for landing or departing traffic. No construction is anticipated in the approach/departure areas of Runway 15-33.

2. Caution regarding partial runway closures. Partial runway closures are not anticipated or scheduled for this project.

3. Caution regarding displaced thresholds. Displaced thresholds are not anticipated or scheduled for this project

222. Other Limitations on Construction. The construction activities shall satisfy other limitations, including but not limited to:

A. Prohibitions.

1. No use of tall equipment (cranes, concrete pumps, and so on) with heights exceeding 15 feet will be permitted during the construction of this project, unless a FAA Form 7460-1 "Notice of Proposed Construction or Alteration", determination letter is issued for such equipment.



2. **No use of open flame welding or torches will be permitted for this project.**
3. **No use of electrical blasting caps** on or within 1,000 feet (300 m) of the airport property. See FAA AC 150/5370-10 "Standards for Specifying Construction of Airports" (Latest Edition). Blasting is not necessary on this project.
4. **No use of flare pots** will be permitted within the AOA for the construction of this project.
5. All variations to the CSPP Drawings provided in the Contract Documents of this project shall be approved by Airport Operations and the FAA. Contractor is expected to utilize the "Phasing Plan" and "Site and Safety Plan" Drawings provided within the Contract Documents and other items outlined in this CSPP during the construction of this project.

B. Restrictions.

1. **Construction suspension required during specific airport operations.** If the Contractor is required to cease construction activities due to special airport operational restrictions the contractor shall be granted an extension of time in accordance with the provisions of General Conditions of these Contract Documents. See Paragraph 217 for additional information.
2. **Areas that cannot be worked on simultaneously.** The CSPP Drawings provided in the Contract Documents outline construction work areas that can and cannot be worked on simultaneously.
3. **Day or night construction restrictions.** Construction activities are anticipated to be constructed during day time hours. Night work is required for Phase 1B.
4. **Seasonal construction restrictions.** There are no seasonal construction restrictions. The project duration accounts for the rainy season typically experienced in Central Florida.



CHAPTER 3: SAFETY PLAN COMPLIANCE DOCUMENT

Section 1. Basic Considerations

This chapter shall be completed by the selected Contractor for the Taxiway E Extension (24 End) and Obstruction Removal project. It shall be submitted as a shop drawing submittal for the approval from the Design Team, RPR, FAA ATCT and Airport Operations, at the onset of the Mobilization Phase of Construction. The Safety Plan Compliance Document (SPCD) will supplement the Construction Safety and Phasing Plan (CSPP) document written to comply with the FAA AC 150/5370-2 "Operational Safety at Airports During Construction" (Latest Edition). The CSPP and SPCD are organized by numbering sections which correspond to each subject listed in Chapter 2, Section 1, Paragraph 204, and described in detail in Chapter 2, Section 2 of FAA AC 150/5370-2 "Operational Safety on Airports During Construction" (Latest Edition). Each section number and title in the CSPP matches the corresponding subject outlined in Chapter 2, Paragraph 204 (for example, 1. Coordination, 2. Phasing, 3. Areas and Operations Affected by the Construction Activity, and so on.). The supplemental SPCD shall also follow similar numbering system as outlined in this chapter.

301. Overview. The SPCD is mandatory for airport construction projects receiving funds under the Airport Improvement Program (AIP) or the Passenger Facility Charge (PFC) Program. The SPCD should include a general statement by the construction Contractor that he/she has read and will abide by the Construction Safety and Phasing Plan (CSPP). In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The Contractor statement should include the name of the Contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information such as:

"I (Name of Contractor's Contract Signee/Construction Company Name), have read the "Taxiway E Extension (24 End) and Obstruction Removal" CSPP, approved on (TBD), and will abide by it as written and with the following additions as noted:"

The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title, per Chapter 2 of this Report. If no supplemental information is necessary for any specific subject, the statement, "No supplemental information," should be written after the corresponding subject title. **The SPCD should not duplicate information in the CSPP.**

302-304. Reserved for awarded Contractor to include other construction related items.

305. Coordination. Discuss details of proposed safety meetings with the airport operator and with Contractor employees and subcontractors.

306. Phasing. Discuss proposed construction schedule elements, including:

- a) Duration of each phase.
- b) Daily start and finish of construction, including "night only" construction.
- c) Duration of construction activities during:
 - 1) Normal runway operations.
 - 2) Closed runway operations.
 - 3) Modified runway "Aircraft Reference Code" usage.



307. Areas and operations affected by the construction activity. These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.

308. Protection of NAVAIDs. Discuss specific methods proposed to protect operating NAVAIDs.

309. Contractor access. Provide the following:

- A. Details on how the Contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).
- B. Listing of individuals requiring driver training (for certificated airports and as requested).
- C. Radio communications.
 - 1. Types of radios and backup capabilities.
 - 2. Who will be monitoring radios.
 - 3. Who to contact if the ATCT cannot reach the Contractor's designated person by radio.
- D. Details on how the Contractor will escort material delivery vehicles.

310. Wildlife management. Discuss the following:

- A. Methods and procedures to prevent wildlife attraction.
- B. Wildlife reporting procedures.

311. Foreign Object Debris (FOD) management. Discuss equipment and methods for control of FOD, including construction debris and dust.

312. Hazardous material (HAZMAT) management. Discuss equipment and methods for responding to hazardous spills.

313. Notification of construction activities. Provide the following:

- A. Contractor points of contact.
- B. Contractor emergency contact.
- C. Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting FAA Form 7460-1 "Notice of Proposed Construction or Alteration", not previously submitted by the airport operator.
- D. Batch plant details, including FAA Form 7460-1 "Notice of Proposed Construction."

314. Inspection requirements. Discuss daily (or more frequent) inspections and special inspection procedures.

315. Underground utilities. Discuss proposed methods of identifying and protecting underground utilities.

316. Penalties. Penalties should be identified in the CSPP and should not require an entry in the SPCD.

317. Special conditions. Discuss proposed actions for each special condition identified in the CSPP.



318. Runway and taxiway visual aids. Including marking, lighting, signs, and visual NAVAIDs. Discuss proposed visual aids including the following:

- A. Equipment and methods for covering signage and airfield lights.
- B. Equipment and methods for temporary closure markings (paint, fabric, other).
- C. Types of temporary Visual Guidance Slope Indicators (VGSI).

319. Marking and signs for access routes. Discuss proposed methods of demarcating access routes for vehicle drivers.

320. Hazard marking and lighting. Discuss proposed equipment and methods for identifying excavation areas.

321. Protection of runway and taxiway safety areas. Including object free areas, obstacle free zones, and approach/departure surfaces. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:

- A. Equipment and methods for maintaining Taxiway Safety Area standards.
- B. Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.

322. Other limitations on construction should be identified in the CSPP and should not require an entry in the SPCD.

323. Safety and Phasing Plan Checklist. The Contractor shall acknowledge and populate Appendix 3. Safety and Phasing Plan Checklist provided in the appendix of the FAA AC 150/5370-2 "Operational Safety on Airports During Construction" (Latest Edition). This checklist should be submitted as part of the shop drawing submittal for review and approval of the Design Team, RPR, ATCT and Airport Operations

324. Construction Project Daily Safety Inspection Checklist. The Contractor shall complete the Appendix 4. Construction Project Daily Safety Inspection Checklist provided in the appendix of the FAA AC 150/5370-2 "Operational Safety on Airports During Construction" (Latest Edition). This daily inspection checklist should be submitted to the RPR, ATCT and Airport Operations. This checklist is one tool the Contractor may use to aid in identifying and correcting potentially hazardous conditions. It may be customized as appropriate for this project as approved by the RPR and Airport Operations.



ATTACHMENTS
CONSTRUCTION SITE, SAFETY, AND PHASING PLANS



KISSIMMEE
COUNTY
A Spark to the Soul of Central Florida



AVCON, INC.
5001 W. HAWTHORNE AVE. SUITE 200, APOALAH, FL 32802-2779
TEL: 407-291-1100 FAX: 407-291-1101
WWW.AVCONINC.COM

This team has been internationally recognized and ranked by
such as ENR's International Year. Project teams of this stature
are the result of the combined talents of the most experienced
engineers and architects in the world.

**TAXIWAY E
EXTENSION**

**KISSIMMEE
GATEWAY AIRPORT
KISSIMMEE, FLORIDA**

**CONSTRUCTION
SAFETY AND
PHASING PLAN
(SHEET 1 OF 4)**

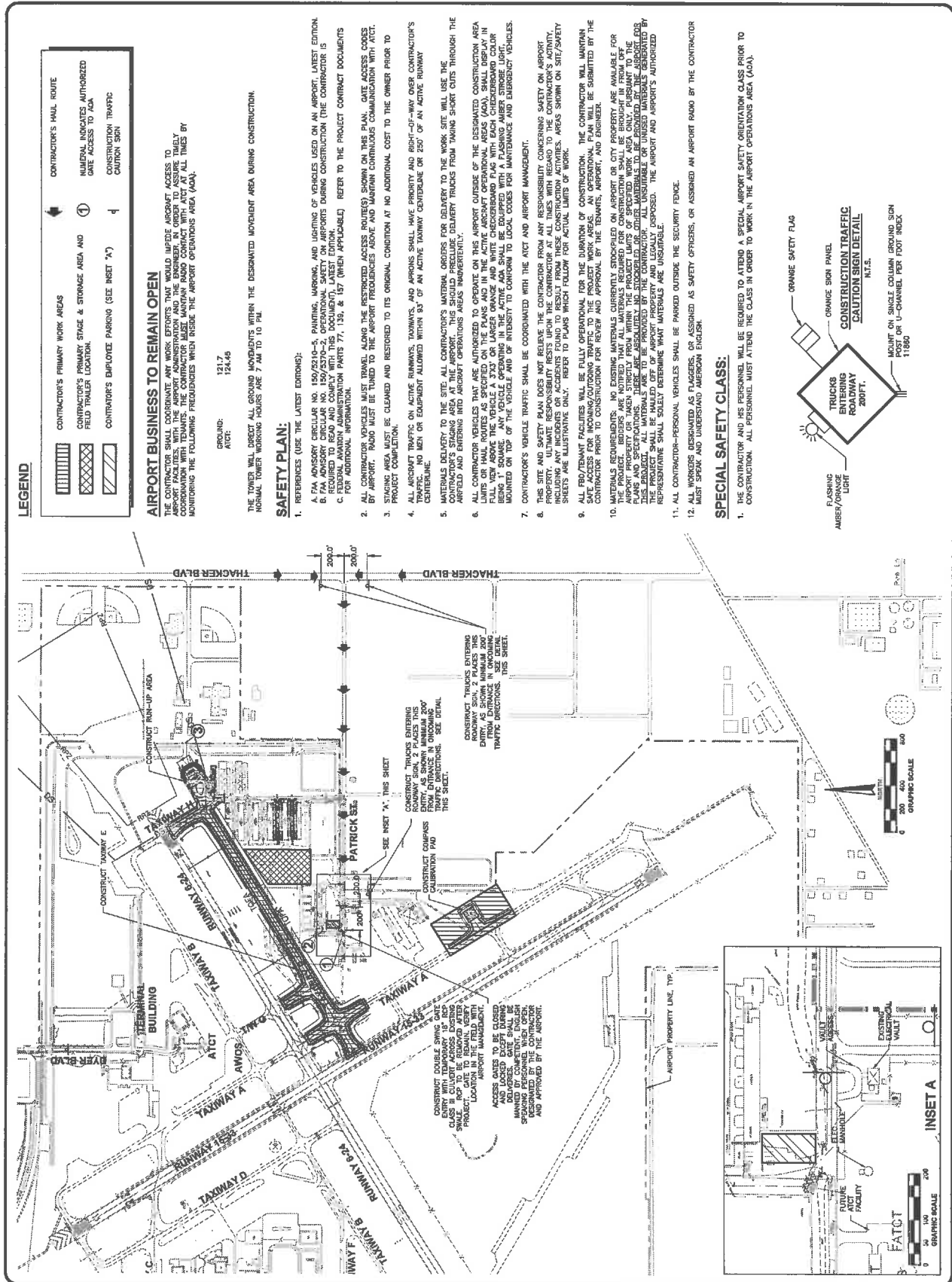
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DESIGNED BY: RDH
DRAWN BY: RDH
CHECKED BY: HWM
APPROVED BY: SS
DATE: MARCH 2, 2018

FDOT FM NO. 438441-1
FAA AIP NO. TBD
AYCON PROJECT NO. 2016.161.02
CADD 1616102004G004

DRAWING
G004

SHEET 4 OF 135



ITEM 7.O

Interlocal Agreement with Osceola County and Tohopekaliga Water Authority Pertaining to the Acquisition of Retail Water, Wastewater, and Reclaimed Water Retail Services of the Sunbridge Stewardship District.

Request

Staff requests approval of an interlocal agreement with Osceola County and Tohopekaliga Water Authority related to the acquisition of retail water, wastewater, and reclaimed water retail services for the Sunbridge Stewardship District.

Explanation

The Sunbridge Stewardship District is considered an independent special district and as such, has the right to provide water, wastewater and reclaimed water services to customers within its boundaries. The District desires to franchise these services to the Toho Water Authority (TWA). The purpose of this Agreement is to adjust the Annual Transfer Amount to be paid by TWA to the County and the City with respect to the revenues to be collected by TWA for the provision of retail water service to the District by the cost to TWA of acquiring these retail services through payment of the franchise fee. Since this area is not currently within TWA's service area, the City and County both stand to realize a significant financial benefit through TWA's acquisition of the retail utility rights for the District. This would be achieved by establishing the basis of the Annual Transfer Amount on the retail revenue instead of the wholesale revenue that would otherwise be paid via the wholesale agreement TWA currently has in place to sell water to the District.

Recommendation

Staff recommends approval of this Interlocal Agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter:

Attachment(s):

1. (S) Interlocal Agreement Sunbridge Stewardship District Osceola County Toho 6-29-22
Draft_47657075v4 clean.COK

Prepared by or under the direction of, and
Return to:
Anthony Cotter, General Counsel
Tohopekaliga Water Authority
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

**INTERLOCAL AGREEMENT
AMONG
OSCEOLA COUNTY
THE CITY OF KISSIMMEE
and the
TOHOPEKALIGA WATER AUTHORITY
pertaining to the
ACQUISITION OF RETAIL WATER, WASTEWATER, AND
RECLAIMED WATER RETAIL SERVICES
from the
SUNBRIDGE STEWARDSHIP DISTRICT**

This Interlocal Agreement (“Agreement”) is entered into as of the Effective Date, as defined below, among **Osceola County, Florida**, a political subdivision of the State of Florida (the “County”), the **City of Kissimmee, Florida**, a municipal corporation existing under the laws of the State of Florida, (the “City”), and the **Tohopekaliga Water Authority**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, (“Toho”). Osceola, Kissimmee and Toho may be referred to individually as a “Party” and collectively as the “Parties.”

Whereas, the Parties entered into the Tohopekaliga Transition Interlocal Agreement, dated July 1, 2003 (the “Transition Agreement”), a copy of which is attached hereto as **Attachment A** and incorporated herein in its entirety.

Whereas, under the Transition Agreement, the County and the City transferred to Toho (i) all “Utility Assets” in the incorporated and unincorporated areas of the County, and (ii) the duty and obligation for Toho to operate the “Utility Assets” and provide “Utility Service” in such areas.

Whereas, under a wholesale water, wastewater and reclaimed water agreement (the “Wholesale Agreement”) among Tavistock East II, LLC, Tavistock East Holdings, LLC, and Tavistock East Services, LLC (collectively “Tavistock”) and Toho, Tavistock provides retail water service to land located in the County known as the Sunbridge Stewardship District (the “District”).

Whereas, by virtue of both the Transition Agreement and the Wholesale Agreement being in place, the County and the City each receive an annual payment from Toho called the “Annual

Transfer Amount” which equals 12% of Toho’s “Annual Authority Gross Revenues” which are revenues based upon the value of the services provided by Toho to the District.

Whereas, the District is an independent special district created by the Florida Legislature pursuant to Chapter 2017-220, Laws of Florida, located within the area depicted in **Attachment B**.

Whereas, Toho and Tavistock are negotiating a Water, Wastewater and Reclaimed Water Acquisition Agreement (the “Tavistock Acquisition Agreement”) under which Toho will acquire and assume the responsibilities for, among other things, the retail water service to the lands located within the District.

Whereas, Toho and the District are negotiating a Water, Wastewater and Reclaimed Water Acquisition Agreement (the “District Acquisition Agreement”) under which Toho will acquire and assume the responsibilities for, among other things, the retail water service to the lands located within the District.

Whereas, the Wholesale Agreement, the Tavistock Acquisition Agreement, and the District Acquisition Agreement provide for payment of a franchise fee by Toho within the District and that franchise fee constitutes 2% of the retail revenues of utility sales within the District in order to guarantee Toho the right to serve water, wastewater, and irrigation water services throughout the District.

Whereas, the purpose of this Agreement is to adjust the Annual Transfer Amount to be paid by Toho to the County and the City with respect to the revenues to be derived by Toho for Toho’s provision of retail water service to the District by the cost to Toho of acquiring these retail services through payment of the franchise fee.

Whereas, the City and County both realize a significant financial benefit through Toho’s acquisition of the retail utility rights for the District by establishing the basis of the Annual Transfer Amount based on the retail revenue instead of the wholesale revenue as available through the Wholesale Agreement.

Now therefore, in consideration of the terms, conditions, promises, covenants and payments hereinafter set forth, the County, the City, and Toho agree as follows:

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.
2. **Terms Defined in the Transition Agreement.** Unless the context otherwise requires or unless otherwise expressly defined herein, the terms defined in the Transition Agreement, attached hereto as **Attachment A**, have the same meanings whenever used in this Agreement.

3. **Adjustment to the Annual Transfer Amount.**

a. Under the Transition Agreement, the Annual Transfer Amount is a calculation determined as follows: “Annual Transfer Amount” means the amount remaining, if any, after first subtracting the City System Transfer Amount and then subtracting the County Transfer Amount from the Maximum Annual Transfer. “Maximum Annual Transfer” means twelve percent (12%) of the Annual Authority Gross Revenues or the City System Transfer Amount, whichever is greater.

b. For the entire time of which Toho is required to pay a franchise fee related to the retail services in the District, Toho’s payment of the Annual Transfer Amount shall be reduced by an amount equivalent to 2% of the Annual Authority Gross Revenues from Toho’s provision of retail water services within the District.

c. This adjustment shall not affect the Annual Transfer Amount paid by Toho to the County and City related to services provided by Toho outside of the boundaries of the District.

d. Beginning on the Effective Date, the Annual Transfer Amount paid by Toho to the County and the City will be computed using the adjusted Annual Authority Gross Revenues for the Sunbridge Stewardship District. Until the Effective Date, the Annual Transfer Amount paid by Toho shall remain as-is, under the Transition Agreement.

4. **Effective Date.** The Effective Date of this Agreement is the last date that all of the following occur:

a. The Tavistock Acquisition Agreement is approved and signed by all of the parties thereto;

b. The District Acquisition Agreement is approved and signed by all of the parties thereto;

c. This Agreement is approved and signed by all of the Parties; and

d. The date that this Agreement is recorded with the Clerk of the Circuit Court in and for Osceola County, Florida, in accordance with subsection 163.01(11), Florida Statutes. Toho, at its sole cost, is responsible for recording a fully executed original of this Agreement.

If all of the foregoing do not occur on or before January 31, 2023, this Agreement shall expire and shall be deemed repealed in its entirety without further action by any of the Parties.

5. **Term.** The Term of this Agreement begins on the Effective Date and continues from year-to-year until (i) the Annual Transfer Amount is no longer paid by Toho under the Transition Agreement, (iii) Toho ceases to pay the franchise fee obligation per the Tavistock and District Acquisition Agreements, or (iii) Toho ceases to be the retail water service provider for

the Sunbridge Stewardship District, whichever occurs first, at which time this Agreement will automatically expire.

6. **Notices.** The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, or address provided by the other Party, shall constitute sufficient notice. All notices required and/or made pursuant to this Agreement shall be in writing and given by way of hand delivery or the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

Osceola:	Osceola County Attn.: County Manager 1 Courthouse Square, Suite 4700 Kissimmee, Florida 34741
Copy to:	Osceola County Attn: County Attorney's Office 1 Courthouse Square, Suite 4700 Kissimmee, Florida 34741
Kissimmee:	City of Kissimmee Attn.: City Manager 101 Church Street Kissimmee, Florida 34741
Copy to:	City of Kissimmee Attn: City Attorney 101 Church Street Kissimmee, Florida 34741
Toho:	Tohopekcaliga Water Authority Attn.: Executive Director 951 Martin Luther King Boulevard Kissimmee, Florida 34741
Copy to:	Tohopekcaliga Water Authority Attn: General Counsel 951 Martin Luther King Boulevard Kissimmee, Florida 34741

7. **Effect of Prior Agreements.** This Agreement contains the entire understanding between the Parties regarding the adjustment to the calculation of the Annual Transfer Amount with respect to the Sunbridge Utility District, but it does not supersede or modify any other terms and conditions of the Transfer Agreement, attached hereto as **Attachment A**.

8. **Sovereign Immunity.** The Parties acknowledge and agree that nothing in this Agreement shall in any way waive each Party's sovereign immunity provided for under section 768.28, Florida Statutes, or the associated rights, benefits, and immunities afforded therein.

9. **Governing Law; Venue.** The laws of the State of Florida shall govern the validity and interpretation of this Agreement. Venue for any legal action by either Party to interpret, construe or enforce this Agreement must be in a court of competent jurisdiction in and for Osceola County, Florida.

10. **Attorney's Fees.** In the event of any legal action to enforce the terms of this Agreement each Party must bear its own attorney's fees and costs.

11. **Severability.** All provisions in this Agreement are to be interpreted independently. If a provision is determined to be illegal, void or unenforceable by a court having jurisdiction over the matter, all other provisions in this Agreement remain in full force and effect and shall be binding on the Parties.

12. **Counterparts.** This Agreement may be executed in counterparts. The Parties shall execute this Agreement in triplicate, each of which shall be deemed an original Agreement. Each Party shall retain one fully executed original.

[signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be duly executed, by and through their authorized representatives, on the respective dates set forth below.

**BOARD OF COUNTY COMMISSIONERS
OSCEOLA COUNTY, FLORIDA,**
a political subdivision of the State of Florida

(SEAL)

By: _____
Chair/Vice Chair

Date: _____

ATTEST:

Clerk/Deputy Clerk of the Board

As authorized for execution by the Board
of County Commissioners meeting of:

CITY OF KISSIMMEE, FLORIDA,
a municipal corporation of the State of Florida

(SEAL)

By: _____
Olga Gonzalez, Mayor / Commissioner

Date: _____

ATTEST:

City Clerk

ATTEST

TOHOPEKALIGA WATER
AUTHORITY

William Land
Secretary

Hector Lizasuain, Chairman

Date:_____

STATE OF FLORIDA
COUNTY OF OSCEOLA

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, as _____ of _____, a Florida _____, who ☐ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public Signature

Print Notary Name:_____

My commission expires:_____

ATTACHMENT A

INTERLOCAL AGREEMENT

By and among

OSCEOLA COUNTY, FLORIDA,

THE CITY OF KISSIMMEE, FLORIDA

and

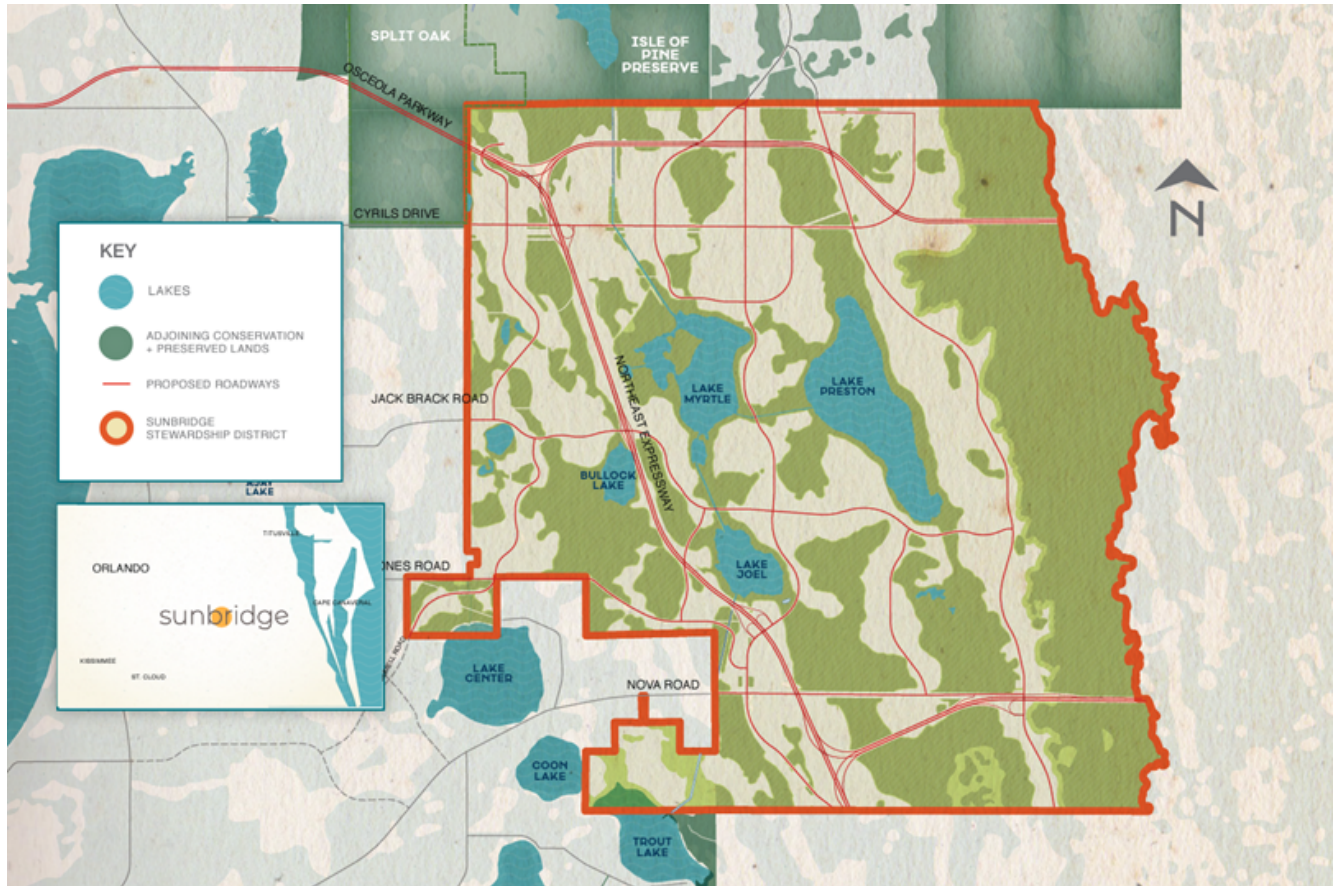
TOHOPEKALIGA WATER AUTHORITY

Adopted as of

July 1, 2003

ATTACHMENT B

Location Map for the Sunbridge Stewardship District



t:\legal\010...\sunbridge\sunbridgge retail aquisition agreements\interlocal agreement sunbridge stewardship district osceola county toho 6-17-22 draft_47657075v4 clean.docx

ITEM 8.A

Approval of the first renewal of the Agreement with Artistic Holiday Designs for the design and installation of downtown holiday decorations.

Request

Approval of the first one-year renewal of the Agreement between the Downtown Kissimmee Community Redevelopment Agency and Artistic Holiday Designs for the design and installation of downtown holiday decorations.

Explanation

In 2021, following the completion of a formal solicitation process, the Downtown Kissimmee Community Redevelopment Agency (CRA) and the City entered into an Agreement with Artistic Holiday Designs for the design and installation of new holiday lighting in downtown Kissimmee. Artistic Holidays Designs (AHD), is a Florida- based vendor who has provided designs for Lake Eola, Downtown Orlando and Orlando City Hall. The term of the Agreement was for one (1) year, with the option to award up to three (3), one- year renewal periods to AHD.

Following a 2021 holiday season debrief of the design and installation of the lighting, staff determined AHD's services and performance effectively met the goals and objectives of the CRA and City; the creation of a beautiful holiday lighting display that will create a sense of place and create a holiday destination for residents and visitors alike.

Therefore, staff is requesting the CRA approve the first one-year renewal of the Agreement between the CRA and AHD.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10610503- 504444		Decrease	50,000	42,914
00150663- 504444		Decrease	10,000	10,000

Financial Summary:

The current budget for the project is \$52,914, with \$10,000 in funds coming out of the Parks and Recreation budget and \$42,914 in funds coming out of the Downtown Kissimmee CRA Budget.

Recommendation

Approval of the first one-year renewal of the Agreement between the Downtown Kissimmee Community Redevelopment Agency and Artistic Holiday Designs for the design and installation of downtown holiday decorations.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Samia Singleton

Attachment(s):

1. 12.14.2022 First Renewal of CRA Holiday Lights Agreement

**FIRST RENEWAL TO THE AGREEMENT BETWEEN THE
DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
AND ARTISTIC HOLIDAY DESIGNS**

THIS FIRST RENEWAL of the Agreement is made this _____ day of _____ 2022, by and between **ARTISTIC HOLIDAY DESIGNS** located at 202 Stephen Street, Lemont, Illinois, 60439, hereinafter known as “Vendor,” and the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the “CRA.” The Vendor and the CRA are collectively referred to hereinafter as the “Parties”.

WHEREAS, the CRA advertised “Request for Proposals 2021-004 Holiday Lights and Decorations”, attached hereto as Exhibit “A” and opened all received bid proposals on March 30, 2021; and

WHEREAS, Vendor satisfied all the specifications and requirements of Request for Proposal #2021-004, and was the lowest and most qualified bidder; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee Redevelopment Agency and Artistic Holiday Designs on June 17, 2021 and such Agreement expired on June 15, 2022 (the “Original Agreement”); and

WHEREAS, the CRA determined the services and performance of Vendor effectively met the goals and objectives of the CRA and performed well under the Original Agreement; and

WHEREAS, the CRA and Vendor now mutually desire to extend the Original Agreement for an additional year.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.
2. **Agree to Terms of the Original Agreement.** Except as otherwise provided in this First Renewal, the CRA and Vendor agree to the terms and conditions of the Original Agreement dated June 17, 2021, incorporated herein by reference and attached hereto as Exhibit “1.”
3. **TERM.** The CRA and Vendor agree to exercise the first one-year renewal period provided under Section 2 (“Term”) of the Original Agreement, extending the terms and conditions thereof to June 16, 2022 to June 15, 2023, *nunc pro tunc*.
4. **SCOPE OF WORK.** The Scope of Work attached to the Original Agreement as Exhibit “A” is hereby rescinded and replaced in its entirety with Exhibit “2”, attached hereto and incorporated herein by reference.
5. **Effective Date.** The effective date of this First Renewal of the Agreement between the City of

Kissimmee Redevelopment Agency and Artistic Holiday Designs is June 16, 2022, *nunc pro tunc*.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

ARTISTIC HOLIDAY DESIGNS

By: Derek Norwood

Title: President

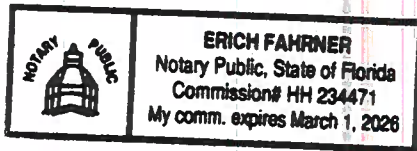
Date: 12/13/2022

FLDL exp 9/30

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 13 day of December, 2022, by means of ☒ physical presence or ☐ online notarization by (Name of Person) as (Type of Authority) for (Vendor Company Name), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]
Print Name: Erich Fahrner
My Commission Expires: _____

**DOWNTOWN KISSIMMEE COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Olga Gonzalez, CRA Chair

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

Exhibit A

* REQUEST FOR PROPOSAL *

- I. The CITY OF KISSIMMEE is seeking SEALED PROPOSALS on the following:
Request for Proposal Number **RFP2021-004 Holiday Lights and Decoration**
- II. All proposals must be submitted in a SEALED envelope and plainly marked with the proposal number on the exterior of the proposal envelope, one (1) original, one (1) copy and (1) electronic copy on CD or Flash Drive.
- III. To be considered proposals MUST be delivered OR mailed to:

**City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741**

And time stamped on or before 2:00PM March 24, 2021.

- IV. All proposals shall be opened and read publicly in the City of Kissimmee Finance Department 4th Floor, Allendale Conference Room, 101 Church Street, Kissimmee, Florida at 2:30PM March 24, 2021.
- V. All proposals must be according to specifications and conditions, and on the forms provided herein.
- VI. The Proposal's name and address shall be clearly shown on the exterior of the Sealed Envelope.
- VII. The City of Kissimmee reserves the right to accept and/or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its judgment, best serves the interest of the City of Kissimmee. Persons are advised that, if they decide to appeal any decision made concerning the award of this proposal, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Proposal results other than the apparent low offer will not be provided in response to telephone inquiries. Proposals desiring a copy of the Abstract of Offers should include such request with a self addressed stamped envelope in their proposal.

Brandon Durango
Procurement Manager

General Requirements:

1.1 PROPOSAL PREPARATION

Submission of a proposal in response to this solicitation shall evidence the proposer's acknowledgement that he is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the proposer's schedule. Each proposer is responsible for the completeness and accuracy of their proposal. Proposals must show manual signatures by an individual authorized to offer such obligations, and shall contain evidence of that person's authority to make such offers. Unsigned proposals will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the proposal. Proposers should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the proposal being declared non-responsive.

1.2 SUBMISSION OF PROPOSALS

All bids shall be submitted during normal business hours in a sealed envelope on the forms included with this solicitation with the bidder's name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official time keeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 PRICING

The unit price for each item being proposed will be shown on the Proposal Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Proposal Schedule. In case of a discrepancy between unit price and extended price, the unit price shown shall prevail.

1.4 DELIVERY

Exact delivery times frames or dates must be shown on the proposal, such as, "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.

1.5 DEFAULT

Should the successful proposer for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The proposer in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.6 LATE PROPOSALS AND WITHDRAWAL OF OFFERS

No proposal will be accepted after the published deadline for accepting proposals in response to this solicitation. Proposals may be withdrawn at any time prior to the official time set for the proposal opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official proposal opening.

1.7 DISCOUNTS

Proposers may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest proposals offered. Any other discounts should be reflected in the unit price proposal.

1.8 PROPOSAL EVALUATION AND AWARD

All proposals received will be evaluated based on one or more of the following factor: price; quality of product offered; compliance with specifications; delivery; reputation of the proposal; previous contract' proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible proposer complying with the provisions of the invitation to Proposal, provided that such award is in the best interests of the City of Kissimmee.

The City of Kissimmee reserves the right to accept and /or reject any or all proposals in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the proposal which in its judgment, best services the interest of the City of Kissimmee. Proposers are cautioned that no communication with any City of Kissimmee employee involved in the evaluation process is authorized during the proposal evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the proposal. Questions regarding the status of any proposal should be directed to the Purchasing Agent. Proposal awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any proposal. The City of Kissimmee will only notify successful vendor(s).

1.9 BILLING AND PAYMENT

The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Vendor FEID Number, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by The City of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES

The City of Kissimmee may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the proposer. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the proposers request and at the proposers' expense. The City of Kissimmee will not be held liable for any sample provided.

1.11 SILENCE OF SPECIFICATIONS

The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, unused, the latest model in production, and in compliance with the enclosed specifications.

1.12 USE OF BRAND NAMES

Unless otherwise stated, the use of brand names in specifications is not intended to restrict any offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Vendors should feel free to propose any equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the proposal. The City of Kissimmee reserves the sole right of final determination of product equivalency.

1.13 WARRANTY

All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve-month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

1.14 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished proposal packages. However, it shall be the proposer's responsibility to verify with the Purchasing Office before the proposal is submitted whether or not addenda have been issued and to obtain such addenda for submission with the proposal. Receipt of any addenda issued must be acknowledged on the proposal schedule.

1.15 PROPOSERS CERTIFICATION

By signature on this proposal, proposer certifies or in the case of a joint proposal each party certifies that:

- A. He has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City of Kissimmee in connection with this proposal.
- B. That the proposer has not divulged or discussed his offer with other proposers.
- C. Prices offered have been determined independently without collusion with other proposers for the purpose of restricting competition.
- D. No attempt has been made to induce any potential proposer to submit or decline to submit an offer in response to this solicitation.

1.16 "NO PROPOSAL" RESPONSE

Vendors electing to not submit proposals in response to this solicitation should complete the attached "Notice to Proposers" form. Failure to return the form may result in your omission from future proposal lists.

1.17 CFPC

The City of Kissimmee participates in a Central Florida Purchasing Cooperative (CFPC). All bidders awarded contracts from this bid are encouraged to permit other active members of CFPC to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs.

1.18 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Contractor.

1.19 CONE OF SILENCE – The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials.

Any vendor who attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence –

- Written communications directed to the Procurement Officer;
- All communications occurring at pre-bid meetings;
- Oral presentations before publicly noticed committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

1.20 PROTEST

Any protest must be made within three (3) days following posting of the proposal award. Protest procedures are available from the City of Kissimmee Finance Department 4th Floor Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

2.0 SPECIAL PROVISIONS:

2.1 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Section 287.133, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 INDEMNITY: The Contractor will indemnify and hold harmless the City of Kissimmee from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss.

2.3 CLARIFICATION OF REQUIREMENTS: Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to debbie.luke@kissimmee.gov not less than seven (7) days prior to the RFP opening date.

However, unless modified by a written addendum issued by the Purchasing Agent, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Agent for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this proposal will be furnished in writing to all vendors who have received proposal packages.

2.4 No minor children are permitted to accompany proposers during pre-proposal conferences, proposal opening or site tour.

2.5 A link to this website is available through the City's Web Page <http://www.kissimmee.gov> , under the Finance Department, Purchasing. Notice of Award, Proposals currently available, and Tabulation sheets are available Online. Proposers, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Proposal response.

2.6 The City of Kissimmee has a Local Vendor Preference Policy: When written bids, responses to request for proposals or quotations are received by the City as part of the competitive sealed bid process, and the lowest responsible price is offered by an individual or entity that is not an Osceola County person, firm and/or corporation and the next lowest responsible bidder is an Osceola County person, firm and/or corporation, the Osceola County individual or entity will be given an opportunity to match the lowest price offered.

If an offer is made to match the lowest price and the Osceola County individual or entity is otherwise fully qualified and meets all City requirements, the bid shall be awarded to the Osceola County individual or entity at the lowest price. In order to receive the local vendor preference provided herein, the Osceola County individual or entity that qualifies as the next lowest price bidder hereunder, must unconditionally agree in writing to match the lowest price bid and deliver to the City designated representative by 8:30 a.m. on the third regular business day after notification of opportunity to match bid. Eligibility form is Attachment A.

2.7 INSURANCE PROVISIONS: The Successful bidder will have in force the following insurance coverage and will provide Certificates of Insurance prior to commencement of any work.

A) Workers' Compensation: The Contractor will provide Worker's Compensation coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and \$300,000.00 for Employers' Liability.

B) Comprehensive General Liability: The Contractor will provide for all operations including, but not limited to Contractual, and Products and Completed Operations. The limits will be not less than \$1,000,000.00.

C) **Comprehensive Automobile Liability:** The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.

D) **Umbrella Liability:** The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

2.8 ALTERNATE BIDS WILL NOT BE ACCEPTED:

If two bids are received from a company one bid will be returned unopened. If two different bids are included in a single envelope, both will be rejected at the bid opening.

2.9 NON-MANDATORY PRE-BID: A Non-mandatory pre-bid meeting is scheduled for 10:00AM March 09, 2020 via **Zoom Virtual Conference**. Deadline for questions is March 12, 2020 at 4pm, an addendum if needed will be sent out to all vendors not later than March 16, 2020 at 5pm.

When: Mar 9, 2021 10:00 AM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://us02web.zoom.us/meeting/register/tZUlcO-qrDooHNK6NuvKdCRSBdU667Dzho1U>

After registering, you will receive a confirmation email containing information about joining the meeting.

2.10 SITE VISITS: Non-mandatory site visits on ALL (4) sites will be provided after the non-mandatory pre-bid meeting.

2.11 REFERENCES: All submittals must include **with your proposal** a listing of references. This listing should include a contact's name and phone number. At least three (3) of the references should be similar in size and scope of services to the requirements of this bid.

2.12 POST AWARD CONFERENCE: The selected vendor will meet with the owner's representative within 10 calendar days after notice to proceed for the purpose of providing proof of insurance.

2.13 IMPACT FEES AND PERMIT FEES:

- Contractor is responsible for all required permits and inspections and pays all fees.
- No work shall be covered and/or concealed until properly inspected and tested.

2.14 FEES AND LICENSURE COST: This bid requires the following fees/licensure; proof of a valid Business Tax Receipt from the jurisdiction of the bidder's place of business.

2.15 TERMS: The contract will be in effect for one (1) year. The city reserves the right to extend this contract for up to three (3), one (1) year periods, upon mutual consent, subject to the same commission, terms and conditions. The City will determine whether to exercise the option based on its own convenience and best interest.

2.16 CONTRACT: Sample contract on pages 22-28

3.0 SCOPE OF WORK AND REQUIREMENTS

3.1 INTRODUCTION

The City of Kissimmee and Downtown Kissimmee Community Redevelopment Agency (DKCRA) seeks the services of a licensed, qualified and experienced holiday lighting and decorations contractor to provide beautiful holiday lighting and decorations in the City of Kissimmee CRA Area

for the 2021 holiday season. The City of Kissimmee and DKCRA desire a display that will create a sense of place and create a holiday destination for residents and visitors alike. The intent of the RFP is to have a successful Contractor enter into an Agreement with the City of Kissimmee and DKCRA for the desired services. The term of the initial Agreement shall be for the 2021 holiday season. The DKCRA will retain the option, at its sole discretion, to award up to three (3) renewal periods of one (1) year each. The selected company will use creative ideas and concepts to ensure cohesiveness in the holiday theme and design of all lights and decorations in all areas designated by the CRA in this RFP.

3.2 ABOUT DOWNTOWN KISSIMMEE

The Downtown Kissimmee CRA District consists of the traditional commercial downtown business and supporting residential district of Kissimmee and consists of approximately 750 acres.

Downtown is a historic part of Kissimmee that includes governmental functions, retail and service activities. The Downtown Kissimmee CRA district also includes a regional Trauma I hospital and supporting medical services, lakefront property on Lake Tohopekaliga, as well as recreational and eco-tourism activities along the lakefront. Older residential neighborhoods, including historical registered homes, surround the commercial area of the Downtown Kissimmee CRA district.

Downtown Kissimmee is the county seat and urban center of Osceola County. Forbes magazine declared Osceola County as, one of the fastest growing counties in the country. Present land uses in Kissimmee's downtown range from commercial office, retail, restaurant, residential uses of varying densities, and concentrations of institutional and government operations. Respondents should become familiar with recent revitalization efforts and the history of downtown Kissimmee.

Downtown Kissimmee is home to an intermodal station, which is home to SunRail, Amtrak, LYNX and the Kissimmee Connector. Area businesses, shops, restaurants and the Lake Tohopekaliga waterfront are all a short walk from the station. The Kissimmee Connector connects passengers from the intermodal station to Historic Downtown Kissimmee, Lake Toho, and local employers. The Connector travels directly by the Beaumont Site.

The City of Kissimmee recently completed a \$65 million renovation of the City's Lakefront Park located on the northern shore of Lake Tohopekaliga or as the locals call it, Lake Toho. The 25 acres park was transformed into regional park and event space and services to connect Downtown Kissimmee and Lake Toho, one of the foremost bass fishing lake in the United States.

3.3 GENERAL SERVICES REQUIREMENTS

Pricing

- As described below, the City of Kissimmee and DKCRA would like proposals to include pricing for the three separate areas, for two different types holiday lighting and decoration packages: 1) Traditional 2) Custom. Each bid should provide options for leasing the lighting and decorations.

Budget

- TBD

Permits

- Contractor will coordinate all required permitting with all applicable agencies, companies or governmental entities.

Display

- Provision, installation and removal of holiday lights and decorations featuring an inclusive variety of symbolic holiday lights and decorations.

Display Period

- Lights must be in place by Friday November 13, 2021
- Lights must be removed by the week of January 4, 2022
- Lit decorations should be on timers to remain on from dusk to dawn seven days per week.
- On renewed contracts the dates will be determined as they are signed.

Lights

- The contractor shall provide a high-quality brand that produces pure white LED lights.
- Please ensure that all safety measures are taken for all lights to avoid short outs and gaps in lighting because of faulty strands.
- Each bid must specify amperage and electrical requirements.
- Contractor is expected to provide excellent quality materials to meet safe electrical standards.
- The CRA/City will provide outlets and pay for electricity for each pole light.

Equipment

- Contractor shall supply all lifts and other materials necessary to safely and successfully install, maintain and remove lights and decorations.

Maintenance

- Contractor must maintain the lights and decorations throughout the display period to ensure all lights are on and functioning. All malfunctioning lights that occur during the period must be repaired within a reasonable time, not to exceed three (3) days from the time of notice of malfunctions. Please provide your maintenance staff contact information, telephone number and email address to facilitate contact regarding any display problem as required.

Removal

- Contractor is responsible for removal of all decorations and lighting within seven (7) days of the end of display period.

Disposal of Waste

- Contractor shall arrange to dispose of any and all waste from the work being performed. All areas of display must be kept clean and free from any debris, e.g., zip ties, tape, etc. after removal of decorations. Safety Precautions Contractor shall be careful when working in the various areas. Damage to public and private property shall be the responsibility of the Contractor and shall be repaired or replaced at no additional cost to the CRA or City.

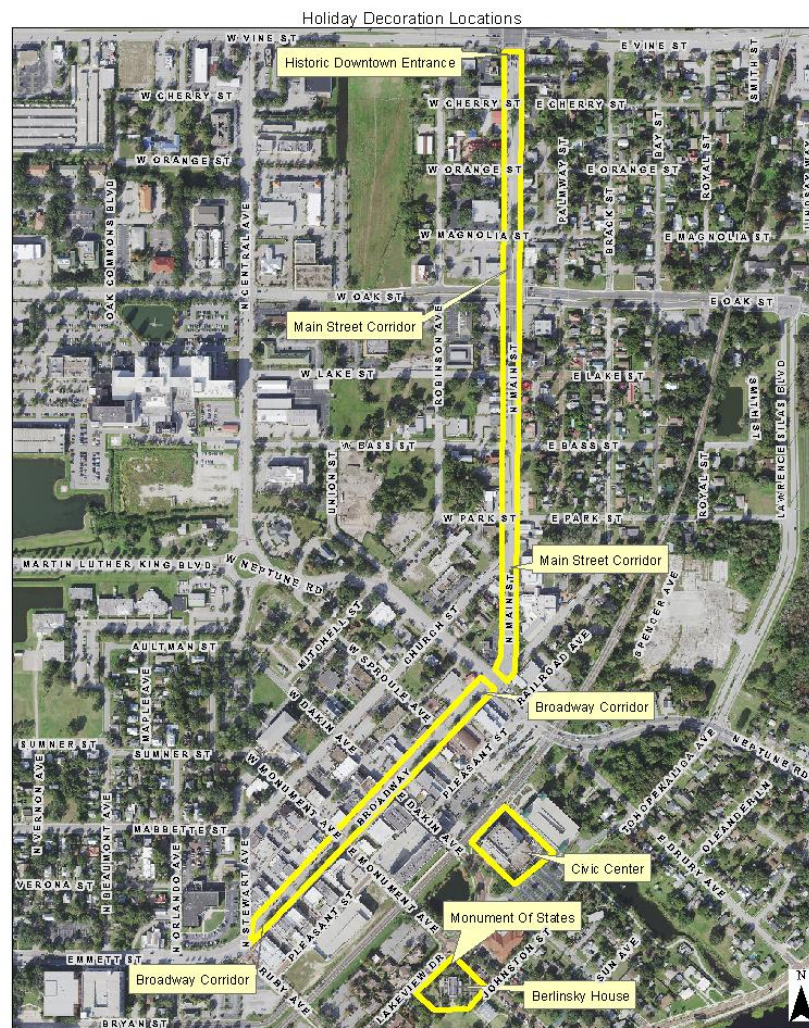
Other requirements

- Each bid must specify amperage and electrical requirements.
- Each bid should provide options for the CRA leasing the lighting and decorations.
- Each bid must include maintenance and inspection package.
- Vendor will coordinate all required permitting.
- Vendor will provide necessary Certificates of Insurance as required by the City and CRA.

3.4 AREAS TO BE ILLUMINATED AND DECORATED

The selected company will use creative ideas and concepts to ensure cohesiveness in the holiday theme and design of all lights and decorations in the three (3) areas below:

- 1) Broadway Corridor: The area from Main Street to N. Stewart Ave.
- 2) Main Street Corridor: The area from Vine Street US 192, including the downtown archway.
- 3) Civic Center, Berlinsky House & Monument of States



The City of Kissimmee and DKCRA would like proposals to include pricing for two different types of holiday lighting and decorations packages:

- 4) Traditional
- 5) Custom

Proposals must depict a display that includes a combination of:

- Wreaths, sprays and garland
- Ornaments and accessories
- Pole, skyline and arches décor
- Lighting (solar lighting optional)

PROVIDE QUOTE FOR EACH AREA

- **Broadway Corridor:** Entirety of corridor, including median, trees and street lights.
- **Main Street Corridor:** Downtown archway, entirety of corridor, including median, trees and street lights.
- **Civic Center, Berlinsky House, Monument of States:** Veterans' Memorial/Founding Families, façade, lawn and trees and the landmark located on the corner of Lakeview Dr. and E. Monument Ave. in the northern part of the Berlinsky House property.

3.5 SPECIAL SITE CONSIDERATIONS

- **Broadway Corridor:** The median within the Broadway Corridor will contain up-lighting. Designs will complement the existing up-lighting.
- **Main Street Corridor:** There is a significant distance between the medians within the corridor. Designs must provide a solution to create consistency and unification with the Broadway Corridor.

Provide design approach and qualifications including, but not limited to the following:

- Provide any additional information and suggestions for designs and features which will enhance the decorative plan for the CRA.
- Provide photographs of at least three (3) similar outdoor, large scale lighting and decoration projects which your company has previously created for a municipality, illustrating your experience with planning and producing large scale illumination and decorations and your production style.

3.6 ADDITION SITES:

The City may reduce the Scope of Services to the following intersection sites if funding is not available. The Schedule of Offers includes the following intersections in order to establish a cost estimate for each section:

1. Main and Vine
2. Main and Oak
3. Broadway and Neptune
4. Broadway and Ruby; Civic Center, Monument of States, Berlinsky House

4.0 EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable City Purchasing policies and procedures.

The City shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The City Purchasing Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the City's discretion, non-conforming Proposals may be eliminated from further consideration.

Purchasing will distribute Proposals and evaluation criteria to the Selection Committee. Each Selection Committee member shall score each Proposal on the following evaluation criteria:

	<u>Points</u>
• Completeness of RFP (Questionnaire/documentation)	20
• Experience & Expertise	30
• Equipment	30
• Rates (Bid Prices)	<u>20</u>
Total Points Available	100

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Purchasing will confirm the calculations for the final score for each Proposal. Then, Purchasing shall publish a rank-ordered listing of the Proposals to the Selection Committee.

After contract negotiations with a Proposer are successfully completed, the Selection Committee shall recommend to Commission that it selects such Proposer(s) to provide the services as outlined in the Agreement. The City of Kissimmee Commission shall make the final decision whether to enter into an Agreement with a Proposer(s).

BIDDER'S QUESTIONNAIRE:

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. COMPANY NAME: _____
Address of Principal Place of Business: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Name of primary Contact: _____ Email: _____

2. TYPE OF ORGANIZATION:

____ Sole Proprietorship ____ Partnership ____ Non-Profit
____ Joint Venture ____ Corporation ____ Other: _____

State of Formation: _____ Federal ID # _____ DUNS# _____
(The City only requires a Federal Tax ID Number, not a Social Security number.)

3. EMERGENCY CONTACT PERSON: _____
Phone: _____ Fax: _____ Cell: _____

4. INSURANCE COMPANY NAME: _____
Agent Contact: _____ Phone: _____

5. EXPERIENCE:
A. Years in business: _____
B. Years in business under this name: _____
C. Years performing this type of work: _____

6. SUBCONTRACTORS - for informational purposes only: If bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

Name	Type of Work
_____	_____
_____	_____

7. ESTABLISHED PLACE OF BUSINESS:

8. LOCAL SERVICE FACILITY, IF APPLICABLE:

A. Name of local service center: _____

B. Address of local service center: _____

C. County local service center is located in: _____

D. Contact: _____ Telephone number: _____

9. RECYCLED CONTENT:

- A. Percentage of recycled material contained in the product:_____ %
B. Is your product packaged/shipped in material containing recycled content? Yes__ No__
C. Is your product recyclable after it has reached its intended end use? Yes_____ No_____

10. REFERENCES:

Bidder shall submit as a part of their Bid submittal, a minimum of three (3) customer references for similar products which your firm has provided within the last three (3) years.

Reference #1:

Name: _____
Address: _____
Telephone No.: _____ Fax No.: _____
Contact: _____
E-mail: _____

Reference #2:

Name: _____
Address: _____
Telephone No.: _____ Fax No.: _____
Contact: _____
E-mail: _____

Reference #3:

Name: _____
Address: _____
Telephone No.: _____ Fax No.: _____
Contact: _____
E-mail: _____

Reference #4:

Name: _____
Address: _____
Telephone No.: _____ Fax No.: _____
Contact: _____
E-mail: _____

EQUIPMENT LIST

The Bidder is to state below the major equipment items that are intended to be utilized for completion of the project activities. If the Bidder intends to lease or buy equipment, the type of equipment and lessor is to be noted:

	<u>Type of Equipment</u>	<u>Model/Year</u>	<u>Manufacturer</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

	<u>Leased Equipment Type</u>	<u>Lease Company Name</u>
1.		
2.		
3.		
4.		
5.		

SUBMITTAL CHECK LIST:

Bidders should use the bid check list below of standard forms which are to be completed and returned as part of your bid submittal. **Failure to complete and return required forms may result in your bid being non-responsive and not considered for award.**

The items listed below are required. Additionally, other forms/items may be required to be submitted under the terms of this Invitation for Bids which are not listed below. It is the bidder's responsibility to read and understand the provisions of this Invitation for Bids.

_____ Solicitation Cover Page.

_____ Current Copy of Bidder's W-9

_____ Bidder's Certification, signed.(page 17-18)

_____ Bidder's Questionnaire. (pages 13-14)

_____ Proof of Incorporation

_____ Bid must be submitted as one (1) unbound original, one (1) hard copy, and one PDF electronic copy on a CD or Flash Drive.

_____ Completed Addendum Acknowledgment Form for each Addendum. (if applicable)

It is the bidder's responsibility to contact the City's Procurement and Contracts Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid. If you have downloaded this bid from the Internet, please ensure that you also download all such addenda.

Special Items Required:

_____ Copy of Business License

_____ Equipment List (page 15)

_____ Certificate of Insurance required within seven (10) days of Notice of Intended Action.

***** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR PROPOSAL ***
RFP2021-004**

I/we, the undersigned, hereby declare that I/we have reviewed the proposal documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our proposal as follows with full understanding that the proposal package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful proposer.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	Holiday Lights and Decorations Lease - Broadway Corridor - Main Street Corridor - Civic Center, Berlinsky House & Monument of States	
2	Maintenance and Inspection Package	
Total Cost		
3	Provide Pricing for the following Intersection Sites - Main and Vine - Main and Oak - Broadway and Neptune - Broadway and Ruby; Civic Center, Monument of States, Berlinsky House	

ACKNOWLEDGMENT OF ADDENDA NO.(S) _____(IF APPLICABLE)

(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

(initial) We do not take exception to Specifications.

(initial) We take exception to Specifications as follows:

(attach additional sheets, if necessary)

COMPANY NAME _____
COMPANY ADDRESS _____

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSALS TO THE ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.

PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: _____
(signature)

(typed name/title of signer) EMAIL: _____

TELEPHONE NO.: (____) _____ FAX NO.: (____) _____

NOTICE

RFP2021-004

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____
Address: _____

Phone Number: (____) _____
Fax Number: (____) _____

Continue on Vendor List: _____ Yes _____ No
____ Large Business ____ Small Business ____ Minority Owned

Reason for no response to the solicitation:

- _____ Cannot supply at this time
- _____ Suitable, but engaged in other work
- _____ Quantity too small
- _____ Cannot meet required minimum
- _____ Opening date does not allow sufficient time to complete
- _____ Equivalent not presently available
- _____ Other reasons or remarks: _____

Signature

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Vendor's Signature

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this ____ day of _____, 20____, personally appeared

(print name) _____ being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

(print name of company) _____ MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE.
Qualification documentation attached.

Signature of Affiant

Typed/Printed Name of Affiant

Address of Affiant

State of Florida
County of _____

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

(Signature of Notary Public-State of Florida)

(Print, Type, or Stamp commissioned name of notary public)____ personally known or
____ produced identification. Type of identification produced _____

**AGREEMENT BETWEEN THE CITY OF KISSIMMEE REDEVELOPMENT AGENCY
AND_()**

THIS AGREEMENT is made this _____ day of _____ 2021, by and between _____ located at _____, hereinafter known as “Vendor,” and the **CITY OF KISSIMMEE REDEVELOPMENT AGENCY**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the “CRA.” The Vendor and the CRA are collectively referred to hereinafter as the “Parties”.

WHEREAS, the CRA seeks the services of a licensed, qualified and experienced holiday lighting and and decorations vendor to provide holiday lighting and decorations in select locations within CRA area for the 2021 holiday season; and

WHEREAS, the CRA seeks a vendor who can provide creative ideas and concepts to ensure cohesiveness in the holiday theme and design of all lights and decorations in all designated locations within the CRA area; and

WHEREAS, the CRA advertised “Request for Proposals 2021-00X Holiday Lights and Decorations”, attached hereto as Exhibit “A” and opened bid proposal on _____; and

WHEREAS, Vendor satisfied all the specifications and requirements of the Request for Proposal #2021-00X, and was the lowest bidder; and

WHEREAS, Vendor agrees to complete the Project pursuant to the proposal specifications attached as Exhibit “B;” and

WHEREAS, the CRA desires to award Proposal Number ___ to Vendor consistent with the terms, conditions and requirements of the proposal specifications.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. RECITALS.** The foregoing recitals are true and correct and incorporated herein.
- 2. TERM.** The term of this Agreement shall be effective from _____, 2021 to _____, 2022. The CRA shall retain the option, at its sole discretion, to award up to three (3), one-year renewal periods to the selected Vendor.
- 3. SCOPE OF WORK.** Vendor agrees to perform the Scope of Work outlined in Exhibit “A.” This shall include the provision of holiday lighting and decorations in specific locations within the City of Kissimmee CRA for the 2021 holiday season.
- 4. PAYMENT.** The CRA agrees to pay Vendor for good and services as set forth in Exhibit “C.” Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Vendor’s invoice and verification that services have been rendered in conformity

with this Agreement, the CRA, through payment issued by the Development Service's Department or the CRA Manager, shall pay Vendor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Vendor shall not apply any late charges, interest or penalties to any invoice or charges for services until thirty (30) days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Vendor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.

5. **INDEMNIFICATION.** To the extent permitted by law, Vendor, hereby releases and waives all claims against the CRA or the City of Kissimmee, its officers, employees, agents, independent contractors for any injury or damage to the person, property, or business of Vendor, its agents, employees, sub-contractors, or other persons, for which injury or damage results from any act, neglect, occurrence, or condition in or about any CRA properties whether such damage is caused by the CRA or City of Kissimmee or any other person. Nothing in the agreement shall be construed as a waiver of the CRA or City of Kissimmee's statutory sovereign immunity pursuant to Fla. Stat. § 768.28.

Vendor agrees to indemnify and hold harmless the CRA and the City of Kissimmee, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof, to the extent caused by Vendor's negligent performance of the Agreement or any breach or default of Vendor.

6. **INSURANCE.** Vendor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of Vendor's fault or negligence in connection with this Agreement. Vendor shall, prior to commencing work, furnish evidence to the CRA and/or the City of Kissimmee of required insurance requirement naming the CRA and/or the City of Kissimmee as additional insured:

- a. **Workers Compensation:** Vendor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.
- b. **Comprehensive General Liability:** Vendor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- c. **Comprehensive Automobile Liability:** Vendor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- d. **Umbrella Insurance:** Vendor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

7. **PERFORMANCE BOND.** Vendor shall post a performance bond for the total amount of the Project.

8. **NOTICE.** Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

- a. Notices sent to the CRA shall be addressed as follows:
Development Services Department
Attn: CRA Manager
City of Kissimmee

101 Church Street
Kissimmee, Florida 34741

b. Notices send to the Vendor shall be addressed as follows:

- 9. SUBCONTRACTORS.** All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve the Vendor from the responsibility to the CRA for the proper completion of all work to be executed under this Agreement, and the Vendor shall not be released from the responsibility by any subcontractor agreement the Vendor makes with others. If applicable, Vendor shall be required to furnish to the CRA, in writing, a list of names of the subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.
- 10. ASSIGNMENT.** Vendor shall not assign this Agreement without the express written consent of the CRA.
- 11. GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.
- 12. TERMINATION FOR CONVENIENCE.** The CRA reserves the right to terminate the Agreement in whole or part by giving Vendor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the CRA, the Vendor shall only provide those services specifically approved or directed by the CRA. All other rights and duties of the Parties under the Agreement shall continue during such notice period, and the CRA shall continue to be responsible to the Vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Vendor.
- Upon termination, Vendor shall bill the CRA for all amounts not previously billed and due to the Vendor at that time. Vendor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the Vendor, unless specifically approved or requested by the CRA. Vendor shall however, be entitled to payment for services commenced and approved by the CRA prior to receipt of notice, or with the expressed written consent of the CRA, prior to the effective date of termination.
- 13. TERMINATION FOR CAUSE.** If the CRA wishes to terminate the Vendor for cause due to the failure of Vendor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CRA must provide the Vendor with written notice of said failure to perform. The CRA must give ten (10) working days from the Vendor's receipt of the Notice to Cure for the Vendor to cure or take reasonable action to commence to cure the performance concerns specified. If Vendor does not take appropriate action within the ten (10) day period, the CRA may issue a Final Notice to Cure. Vendor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CRA can terminate the Agreement. If the Vendor is terminated for cause, the CRA may provide or employ any necessary labor and materials in lieu of Vendor to finish part or all of the work under the Agreement or to supplement the work of Vendor, and to deduct the cost thereof from any money,

then due or thereafter to become due to the Vendor; and if such cost shall exceed the balance due to Vendor, then the Vendor shall pay the difference to the CRA.

- 14. WAIVER:** The CRA's failure to act with respect to a breach by Vendor does not waive its right to act with respect to subsequent or similar breaches. Payment after a default shall not be deemed a waiver of any right or acceptance of defective performance.
- 15. HEADINGS AND CAPTIONS:** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.
- 16. AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.
- 17. SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.
- 18. RECORDS.** All contracts, correspondence, memoranda, and other documents accumulated, acquired, prepared, or received by the parties hereto created by this Agreement shall be maintained as public records to the extent required by law. This Section shall survive termination or expiration of this Agreement.
- 19. CONSTRUCTION DEFECTS NOTICE:** Chapter 558, Florida Statutes, contains important requirements you must follow before you bring any legal action for an alleged construction defect in your home. Sixty days before you bring any legal action, you must deliver to the other party to this Agreement a written notice referring to Chapter 558 of any construction condition you allege is defective and provide such person the opportunity to inspect the alleged construction defect and to consider making an offer to repair or pay for the alleged construction defect. You are not obligated to accept any offer which may be made. There are strict deadlines and procedures under this Florida law which must be met and followed to protect your interests.
- 20. FLORIDA LIEN LAW NOTICE: ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 – 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND WHO ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY**

HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU SHOULD CONSULT AN ATTORNEY.

- 21. CHANGES IN WORK ITEMS OR SCOPE.** The CRA and the Vendor expressly agree that no changes in materials or description of work shall take place unless in writing and agreed upon by the Vendor and the CRA. All Change Orders must be approved by the CRA in accordance with City Purchasing Manual Policies and Procedures before work commences. No changes in the scope of work shall be made by the Vendor unless the Vendor has received a prior written Change Order, on the form provided as Exhibit "D," signed by an authorized representative of the CRA, except in an emergency where there is danger to life or risk of significant damage to property. The Agreement sum and the Agreement time may be changed only by written change order. No extra costs shall be paid to the Vendor as a result of Vendor's failure to properly evaluate the extent of the rehabilitation work.
- 22. GUARANTEES AND WARRANTIES.** The Vendor shall guarantee to correct any work that fails to conform to this and shall correct such defects due to faulty materials, equipment, or workmanship which appear during the progress of the work or within a period of one (1) year from the date of final inspection and acceptance or such longer periods of time as may be specified by law or by the terms of any special guarantees required by this Agreement. All reasonable work to be corrected shall be specified in writing signed by the CRA and delivered to Vendor at Vendor's place of business. The provisions of this article apply to work done by subcontractors as well as work done by the Vendor. Vendor shall furnish the CRA with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.
- 23. BREACH.** Failure of Vendor or the CRA to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the CRA has the right to terminate this Agreement in accordance with the provisions of Paragraph 10 above. In the event of any default of the CRA, except the payments required under the Agreement, Vendor may terminate this Agreement immediately without notice. If the CRA fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Vendor to cure said default, unless the CRA disputes satisfactory performance of services.
- 24. EXHIBITS:** Exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.
- 25. NO THIRD PARTIES BENEFICIARIES.** This Agreement shall inure to the benefit of the Parties to this Agreement and is for the exclusive benefit of said Parties. This Agreement shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected vendor.
- 26. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and safety rules and regulations at all times.

- 27. NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CRA of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.
- 28. WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.
- 29. PUBLIC RECORDS.** The Parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORD RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF RECORDS AT: (407) 518-2313, LINDA HANSELL.**
- 30. ENTIRE AGREEMENT.** This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.
- 31. MODIFICATIONS.** Any modifications or additional obligations assumed by either Party shall be binding only if written and valued considerations exchanged.

[The balance of this page is left intentionally blank;]

Exhibit 1

**AGREEMENT BETWEEN THE CITY OF KISSIMMEE REDEVELOPMENT AGENCY
AND ARTISTIC HOLIDAY DESIGNS**

THIS AGREEMENT is made this 17th day of June 2021, by and between **ARTISTIC HOLIDAY DESIGNS** located at 202 Stephen Street, Lemont, Illinois, 60439, hereinafter known as "Vendor," and the **CITY OF KISSIMMEE REDEVELOPMENT AGENCY**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CRA." The Vendor and the CRA are collectively referred to hereinafter as the "Parties".

WHEREAS, the CRA seeks the services of a licensed, qualified and experienced holiday lighting and and decorations vendor to provide holiday lighting and decorations in select locations within CRA area for the 2021 holiday season; and

WHEREAS, the CRA seeks a vendor who can provide creative ideas and concepts to ensure cohesiveness in the holiday theme and design of all lights and decorations in all designated locations within the CRA area; and

WHEREAS, the CRA advertised "Request for Proposals 2021-004 Holiday Lights and Decorations", attached hereto as Exhibit "A" and opened bid proposal on March 30, 2021; and

WHEREAS, Vendor satisfied all the specifications and requirements of the Request for Proposal #2021-004, and was the lowest and most qualified bidder; and

WHEREAS, Vendor agrees to complete the Project pursuant to the proposal specifications attached as Exhibit "B;" and

WHEREAS, the CRA desires to award RFP2021-004 Holiday Lights and Decorations to Vendor consistent with the terms, conditions and requirements of the proposal specifications.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. RECITALS.** The foregoing recitals are true and correct and incorporated herein.
- 2. TERM.** The term of this Agreement shall be effective from June 15, 2021 to June 15, 2022. The CRA shall retain the option, at its sole discretion, to award up to three (3), one-year renewal periods to the selected Vendor.
- 3. SCOPE OF WORK.** Vendor agrees to perform the Scope of Work outlined in Exhibit "A." This shall include the provision of holiday lighting and decorations in specific locations within the City of Kissimmee CRA for the 2021 holiday season.
- 4. PAYMENT.** The CRA agrees to pay Vendor for good and services as set forth in Exhibit "B." Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Vendor's invoice and verification that services have been rendered in conformity

with this Agreement, the CRA, through payment issued by the Development Service's Department or the CRA Manager, shall pay Vendor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Vendor shall not apply any late charges, interest or penalties to any invoice or charges for services until thirty (30) days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Vendor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.

- 5. INDEMNIFICATION.** To the extent permitted by law, Vendor, hereby releases and waives all claims against the CRA or the City of Kissimmee, its officers, employees, agents, independent contractors for any injury or damage to the person, property, or business of Vendor, its agents, employees, sub-contractors, or other persons, for which injury or damage results from any act, neglect, occurrence, or condition in or about any CRA properties whether such damage is caused by the CRA or City of Kissimmee or any other person. Nothing in the agreement shall be construed as a waiver of the CRA or City of Kissimmee's statutory sovereign immunity pursuant to Fla. Stat. § 768.28.

Vendor agrees to indemnify and hold harmless the CRA and the City of Kissimmee, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof, to the extent caused by Vendor's negligent performance of the Agreement or any breach or default of Vendor.

- 6. INSURANCE.** Vendor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of Vendor's fault or negligence in connection with this Agreement. Vendor shall, prior to commencing work, furnish evidence to the CRA and/or the City of Kissimmee of required insurance requirement naming the CRA and/or the City of Kissimmee as additional insured:

- a. **Workers Compensation:** Vendor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.
- b. **Comprehensive General Liability:** Vendor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- c. **Comprehensive Automobile Liability:** Vendor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- d. **Umbrella Insurance:** Vendor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

- 7. PERFORMANCE BOND.** Vendor shall post a performance bond for the total amount of the Project.

- 8. NOTICE.** Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

- a. Notices sent to the CRA shall be addressed as follows:
Development Services Department
Attn: CRA Manager
City of Kissimmee

101 Church Street
Kissimmee, Florida 34741

b. Notices send to the Vendor shall be addressed as follows:

- 9. SUBCONTRACTORS.** All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve the Vendor from the responsibility to the CRA for the proper completion of all work to be executed under this Agreement, and the Vendor shall not be released from the responsibility by any subcontractor agreement the Vendor makes with others. If applicable, Vendor shall be required to furnish to the CRA, in writing, a list of names of the subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.
- 10. ASSIGNMENT.** Vendor shall not assign this Agreement without the express written consent of the CRA.
- 11. GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.
- 12. TERMINATION FOR CONVENIENCE.** The CRA reserves the right to terminate the Agreement in whole or part by giving Vendor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the CRA, the Vendor shall only provide those services specifically approved or directed by the CRA. All other rights and duties of the Parties under the Agreement shall continue during such notice period, and the CRA shall continue to be responsible to the Vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Vendor.
- Upon termination, Vendor shall bill the CRA for all amounts not previously billed and due to the Vendor at that time. Vendor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the Vendor, unless specifically approved or requested by the CRA. Vendor shall however, be entitled to payment for services commenced and approved by the CRA prior to receipt of notice, or with the expressed written consent of the CRA, prior to the effective date of termination.
- 13. TERMINATION FOR CAUSE.** If the CRA wishes to terminate the Vendor for cause due to the failure of Vendor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CRA must provide the Vendor with written notice of said failure to perform. The CRA must give ten (10) working days from the Vendor's receipt of the Notice to Cure for the Vendor to cure or take reasonable action to commence to cure the performance concerns specified. If Vendor does not take appropriate action within the ten (10) day period, the CRA may issue a Final Notice to Cure. Vendor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CRA can terminate the Agreement. If the Vendor is terminated for cause, the CRA may provide or employ any necessary labor and materials in lieu of Vendor to finish part or all of the work under the Agreement or to supplement the work of Vendor, and to deduct the cost thereof from any money,

then due or thereafter to become due to the Vendor; and if such cost shall exceed the balance due to Vendor, then the Vendor shall pay the difference to the CRA.

14. **WAIVER:** The CRA's failure to act with respect to a breach by Vendor does not waive its right to act with respect to subsequent or similar breaches. Payment after a default shall not be deemed a waiver of any right or acceptance of defective performance.
15. **HEADINGS AND CAPTIONS:** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.
16. **AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.
17. **SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.
18. **RECORDS.** All contracts, correspondence, memoranda, and other documents accumulated, acquired, prepared, or received by the parties hereto created by this Agreement shall be maintained as public records to the extent required by law. This Section shall survive termination or expiration of this Agreement.
19. **CONSTRUCTION DEFECTS NOTICE:** Chapter 558, Florida Statutes, contains important requirements you must follow before you bring any legal action for an alleged construction defect in your home. Sixty days before you bring any legal action, you must deliver to the other party to this Agreement a written notice referring to Chapter 558 of any construction condition you allege is defective and provide such person the opportunity to inspect the alleged construction defect and to consider making an offer to repair or pay for the alleged construction defect. You are not obligated to accept any offer which may be made. There are strict deadlines and procedures under this Florida law which must be met and followed to protect your interests.
20. **FLORIDA LIEN LAW NOTICE: ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 – 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND WHO ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY**

HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU SHOULD CONSULT AN ATTORNEY.

- 21. CHANGES IN WORK ITEMS OR SCOPE.** The CRA and the Vendor expressly agree that no changes in materials or description of work shall take place unless in writing and agreed upon by the Vendor and the CRA. All Change Orders must be approved by the CRA in accordance with City Purchasing Manual Policies and Procedures before work commences. No changes in the scope of work shall be made by the Vendor unless the Vendor has received a prior written Change Order, signed by an authorized representative of the CRA, except in an emergency where there is danger to life or risk of significant damage to property. The Agreement sum and the Agreement time may be changed only by written change order. No extra costs shall be paid to the Vendor as a result of Vendor's failure to properly evaluate the extent of the rehabilitation work.
- 22. GUARANTEES AND WARRANTIES.** The Vendor shall guarantee to correct any work that fails to conform to this and shall correct such defects due to faulty materials, equipment, or workmanship which appear during the progress of the work or within a period of one (1) year from the date of final inspection and acceptance or such longer periods of time as may be specified by law or by the terms of any special guarantees required by this Agreement. All reasonable work to be corrected shall be specified in writing signed by the CRA and delivered to Vendor at Vendor's place of business. The provisions of this article apply to work done by subcontractors as well as work done by the Vendor. Vendor shall furnish the CRA with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.
- 23. BREACH.** Failure of Vendor or the CRA to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the CRA has the right to terminate this Agreement in accordance with the provisions of Paragraph 10 above. In the event of any default of the CRA, except the payments required under the Agreement, Vendor may terminate this Agreement immediately without notice. If the CRA fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Vendor to cure said default, unless the CRA disputes satisfactory performance of services.
- 24. EXHIBITS:** Exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.
- 25. NO THIRD PARTIES BENEFICIARIES.** This Agreement shall inure to the benefit of the Parties to this Agreement and is for the exclusive benefit of said Parties. This Agreement shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected vendor.
- 26. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and safety rules and regulations at all times.

- 27. NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CRA of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.
- 28. WAIVER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.
- 29. PUBLIC RECORDS.** The Parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORD RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF RECORDS AT: (407) 518-2313, LINDA HANSELL.**
- 30. ENTIRE AGREEMENT.** This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.
- 31. MODIFICATIONS.** Any modifications or additional obligations assumed by either Party shall be binding only if written and valued considerations exchanged.

[The balance of this page is left intentionally blank;]

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Agreement, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

ARTISTIC HOLIDAY DESIGNS

By: [Signature]

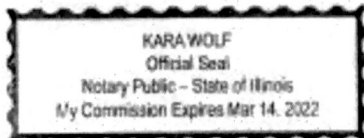
Title: President, Artistic Holiday Designs

Date: 6/15/2021

Illinois
STATE OF ~~FLORIDA~~)
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 15th day of June, 2021, by means of ☒ physical presence or ☐ online notarization by (Name of Person) as (Type of Authority) for (Vendor Company Name), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]

Print Name: Kara Wolf

My Commission Expires: 3/14/2022

DOWNTOWN KISSIMMEE COMMUNITY
REDEVELOPMENT AGENCY

By: [Signature]

Mike Steigerwald, City Manager

Date: 6/17/21



ATTEST:

[Signature]
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

[Signature]
Olga Sanchez de Fuentes, City Attorney

Exhibit A

*** REQUEST FOR PROPOSAL ***

- I. The CITY OF KISSIMMEE is seeking SEALED PROPOSALS on the following:
Request for Proposal Number **RFP2021-004 Holiday Lights and Decoration**
- II. All proposals must be submitted in a SEALED envelope and plainly marked with the proposal number on the exterior of the proposal envelope, one (1) original, one (1) copy and (1) electronic copy on CD or Flash Drive.
- III. To be considered proposals MUST be delivered OR mailed to:

**City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741**

And time stamped on or before 2:00PM March 24, 2021.

- IV. All proposals shall be opened and read publicly in the City of Kissimmee Finance Department 4th Floor, Allendale Conference Room, 101 Church Street, Kissimmee, Florida at 2:30PM March 24, 2021.
- V. All proposals must be according to specifications and conditions, and on the forms provided herein.
- VI. The Proposal's name and address shall be clearly shown on the exterior of the Sealed Envelope.
- VII. The City of Kissimmee reserves the right to accept and/or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its judgment, best serves the interest of the City of Kissimmee. Persons are advised that, if they decide to appeal any decision made concerning the award of this proposal, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Proposal results other than the apparent low offer will not be provided in response to telephone inquiries. Proposals desiring a copy of the Abstract of Offers should include such request with a self addressed stamped envelope in their proposal.

Brandon Durango
Procurement Manager

General Requirements:

1.1 PROPOSAL PREPARATION

Submission of a proposal in response to this solicitation shall evidence the proposer's acknowledgement that he is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the proposer's schedule. Each proposer is responsible for the completeness and accuracy of their proposal. Proposals must show manual signatures by an individual authorized to offer such obligations, and shall contain evidence of that person's authority to make such offers. Unsigned proposals will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the proposal. Proposers should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the proposal being declared non-responsive.

1.2 SUBMISSION OF PROPOSALS

All bids shall be submitted during normal business hours in a sealed envelope on the forms included with this solicitation with the bidder's name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official time keeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 PRICING

The unit price for each item being proposed will be shown on the Proposal Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Proposal Schedule. In case of a discrepancy between unit price and extended price, the unit price shown shall prevail.

1.4 DELIVERY

Exact delivery times frames or dates must be shown on the proposal, such as, "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.

1.5 DEFAULT

Should the successful proposer for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The proposer in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.6 LATE PROPOSALS AND WITHDRAWAL OF OFFERS

No proposal will be accepted after the published deadline for accepting proposals in response to this solicitation. Proposals may be withdrawn at any time prior to the official time set for the proposal opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official proposal opening.

1.7 DISCOUNTS

Proposers may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest proposals offered. Any other discounts should be reflected in the unit price proposal.

1.8 PROPOSAL EVALUATION AND AWARD

All proposals received will be evaluated based on one or more of the following factor: price; quality of product offered; compliance with specifications; delivery; reputation of the proposal; previous contract; proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible proposer complying with the provisions of the invitation to Proposal, provided that such award is in the best interests of the City of Kissimmee.

The City of Kissimmee reserves the right to accept and /or reject any or all proposals in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the proposal which in its judgment, best services the interest of the City of Kissimmee. Proposers are cautioned that no communication with any City of Kissimmee employee involved in the evaluation process is authorized during the proposal evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the proposal. Questions regarding the status of any proposal should be directed to the Purchasing Agent. Proposal awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any proposal. The City of Kissimmee will only notify successful vendor(s).

1.9 BILLING AND PAYMENT

The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Vendor FEID Number, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by The City of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES

The City of Kissimmee may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the proposer. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the proposers request and at the proposers' expense. The City of Kissimmee will not be held liable for any sample provided.

1.11 SILENCE OF SPECIFICATIONS

The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, unused, the latest model in production, and in compliance with the enclosed specifications.

1.12 USE OF BRAND NAMES

Unless otherwise stated, the use of brand names in specifications is not intended to restrict any offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Vendors should feel free to propose any equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the proposal. The City of Kissimmee reserves the sole right of final determination of product equivalency.

1.13 WARRANTY

All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve-month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

1.14 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished proposal packages. However, it shall be the proposer's responsibility to verify with the Purchasing Office before the proposal is submitted whether or not addenda have been issued and to obtain such addenda for submission with the proposal. Receipt of any addenda issued must be acknowledged on the proposal schedule.

1.15 PROPOSERS CERTIFICATION

By signature on this proposal, proposer certifies or in the case of a joint proposal each party certifies that:

- A. He has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City of Kissimmee in connection with this proposal.
- B. That the proposer has not divulged or discussed his offer with other proposers.
- C. Prices offered have been determined independently without collusion with other proposers for the purpose of restricting competition.
- D. No attempt has been made to induce any potential proposer to submit or decline to submit an offer in response to this solicitation.

1.16 "NO PROPOSAL" RESPONSE

Vendors electing to not submit proposals in response to this solicitation should complete the attached "Notice to Proposers" form. Failure to return the form may result in your omission from future proposal lists.

1.17 CFPC

The City of Kissimmee participates in a Central Florida Purchasing Cooperative (CFPC). All bidders awarded contracts from this bid are encouraged to permit other active members of CFPC to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs.

1.18 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Contractor.

1.19 CONE OF SILENCE – The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials.

Any vendor who attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence –

- Written communications directed to the Procurement Officer;
- All communications occurring at pre-bid meetings;
- Oral presentations before publicly noticed committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

1.20 PROTEST

Any protest must be made within three (3) days following posting of the proposal award. Protest procedures are available from the City of Kissimmee Finance Department 4th Floor Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

2.0 SPECIAL PROVISIONS:

2.1 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Section 287.133, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 INDEMNITY: The Contractor will indemnify and hold harmless the City of Kissimmee from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss.

2.3 CLARIFICATION OF REQUIREMENTS: Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to debbie.luke@kissimmee.gov not less than seven (7) days prior to the RFP opening date.

However, unless modified by a written addendum issued by the Purchasing Agent, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Agent for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this proposal will be furnished in writing to all vendors who have received proposal packages.

2.4 No minor children are permitted to accompany proposers during pre-proposal conferences, proposal opening or site tour.

2.5 A link to this website is available through the City's Web Page <http://www.kissimmee.gov>, under the Finance Department, Purchasing. Notice of Award, Proposals currently available, and Tabulation sheets are available Online. Proposers, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Proposal response.

2.6 The City of Kissimmee has a Local Vendor Preference Policy: When written bids, responses to request for proposals or quotations are received by the City as part of the competitive sealed bid process, and the lowest responsible price is offered by an individual or entity that is not an Osceola County person, firm and/or corporation and the next lowest responsible bidder is an Osceola County person, firm and/or corporation, the Osceola County individual or entity will be given an opportunity to match the lowest price offered.

If an offer is made to match the lowest price and the Osceola County individual or entity is otherwise fully qualified and meets all City requirements, the bid shall be awarded to the Osceola County individual or entity at the lowest price. In order to receive the local vendor preference provided herein, the Osceola County individual or entity that qualifies as the next lowest price bidder hereunder, must unconditionally agree in writing to match the lowest price bid and deliver to the City designated representative by 8:30 a.m. on the third regular business day after notification of opportunity to match bid. Eligibility form is Attachment A.

2.7 INSURANCE PROVISIONS: The Successful bidder will have in force the following insurance coverage and will provide Certificates of Insurance prior to commencement of any work.

A) **Workers' Compensation:** The Contractor will provide Worker's Compensation coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and \$300,000.00 for Employers' Liability.

B) **Comprehensive General Liability:** The Contractor will provide for all operations including, but not limited to Contractual, and Products and Completed Operations. The limits will be not less than \$1,000,000.00.

- C) **Comprehensive Automobile Liability:** The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- D) **Umbrella Liability:** The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

2.8 ALTERNATE BIDS WILL NOT BE ACCEPTED:

If two bids are received from a company one bid will be returned unopened. If two different bids are included in a single envelope, both will be rejected at the bid opening.

2.9 NON-MANDATORY PRE-BID: A Non-mandatory pre-bid meeting is scheduled for 10:00AM March 09, 2020 via **Zoom Virtual Conference**. Deadline for questions is March 12, 2020 at 4pm, an addendum if needed will be sent out to all vendors not later than March 16, 2020 at 5pm.

When: Mar 9, 2021 10:00 AM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://us02web.zoom.us/join/register/tZUlcO-qrDooHNK6NuvKdCRSBdU667Dzho1U>

After registering, you will receive a confirmation email containing information about joining the meeting.

2.10 SITE VISITS: Non-mandatory site visits on ALL (4) sites will be provided after the non-mandatory pre-bid meeting.

2.11 REFERENCES: All submittals must include **with your proposal** a listing of references. This listing should include a contact's name and phone number. At least three (3) of the references should be similar in size and scope of services to the requirements of this bid.

2.12 POST AWARD CONFERENCE: The selected vendor will meet with the owner's representative within 10 calendar days after notice to proceed for the purpose of providing proof of insurance.

2.13 IMPACT FEES AND PERMIT FEES:

- Contractor is responsible for all required permits and inspections and pays all fees.
- No work shall be covered and/or concealed until properly inspected and tested.

2.14 FEES AND LICENSURE COST: This bid requires the following fees/licensure; proof of a valid Business Tax Receipt from the jurisdiction of the bidder's place of business.

2.15 TERMS: The contract will be in effect for one (1) year. The city reserves the right to extend this contract for up to three (3), one (1) year periods, upon mutual consent, subject to the same commission, terms and conditions. The City will determine whether to exercise the option based on its own convenience and best interest.

2.16 CONTRACT: Sample contract on pages 22-28

3.0 SCOPE OF WORK AND REQUIREMENTS

3.1 INTRODUCTION

The City of Kissimmee and Downtown Kissimmee Community Redevelopment Agency (DKCRA) seeks the services of a licensed, qualified and experienced holiday lighting and decorations contractor to provide beautiful holiday lighting and decorations in the City of Kissimmee CRA Area

for the 2021 holiday season. The City of Kissimmee and DKCRA desire a display that will create a sense of place and create a holiday destination for residents and visitors alike. The intent of the RFP is to have a successful Contractor enter into an Agreement with the City of Kissimmee and DKCRA for the desired services. The term of the initial Agreement shall be for the 2021 holiday season. The DKCRA will retain the option, at its sole discretion, to award up to three (3) renewal periods of one (1) year each. The selected company will use creative ideas and concepts to ensure cohesiveness in the holiday theme and design of all lights and decorations in all areas designated by the CRA in this RFP.

3.2 ABOUT DOWNTOWN KISSIMMEE

The Downtown Kissimmee CRA District consists of the traditional commercial downtown business and supporting residential district of Kissimmee and consists of approximately 750 acres.

Downtown is a historic part of Kissimmee that includes governmental functions, retail and service activities. The Downtown Kissimmee CRA district also includes a regional Trauma I hospital and supporting medical services, lakefront property on Lake Tohopekaliga, as well as recreational and eco-tourism activities along the lakefront. Older residential neighborhoods, including historical registered homes, surround the commercial area of the Downtown Kissimmee CRA district.

Downtown Kissimmee is the county seat and urban center of Osceola County. Forbes magazine declared Osceola County as, one of the fastest growing counties in the country. Present land uses in Kissimmee's downtown range from commercial office, retail, restaurant, residential uses of varying densities, and concentrations of institutional and government operations. Respondents should become familiar with recent revitalization efforts and the history of downtown Kissimmee.

Downtown Kissimmee is home to an intermodal station, which is home to SunRail, Amtrak, LYNX and the Kissimmee Connector. Area businesses, shops, restaurants and the Lake Tohopekaliga waterfront are all a short walk from the station. The Kissimmee Connector connects passengers from the intermodal station to Historic Downtown Kissimmee, Lake Toho, and local employers. The Connector travels directly by the Beaumont Site.

The City of Kissimmee recently completed a \$65 million renovation of the City's Lakefront Park located on the northern shore of Lake Tohopekaliga or as the locals call it, Lake Toho. The 25 acres park was transformed into regional park and event space and services to connect Downtown Kissimmee and Lake Toho, one of the foremost bass fishing lake in the United States.

3.3 GENERAL SERVICES REQUIREMENTS

Pricing

- As described below, the City of Kissimmee and DKCRA would like proposals to include pricing for the three separate areas, for two different types holiday lighting and decoration packages: 1) Traditional 2) Custom. Each bid should provide options for leasing the lighting and decorations.

Budget

- TBD

Permits

- Contractor will coordinate all required permitting with all applicable agencies, companies or governmental entities.

Display

- Provision, installation and removal of holiday lights and decorations featuring an inclusive variety of symbolic holiday lights and decorations.

Display Period

- Lights must be in place by Friday November 13, 2021
- Lights must be removed by the week of January 4, 2022
- Lit decorations should be on timers to remain on from dusk to dawn seven days per week.
- On renewed contracts the dates will be determined as they are signed.

Lights

- The contractor shall provide a high-quality brand that produces pure white LED lights.
- Please ensure that all safety measures are taken for all lights to avoid short outs and gaps in lighting because of faulty strands.
- Each bid must specify amperage and electrical requirements.
- Contractor is expected to provide excellent quality materials to meet safe electrical standards.
- The CRA/City will provide outlets and pay for electricity for each pole light.

Equipment

- Contractor shall supply all lifts and other materials necessary to safely and successfully install, maintain and remove lights and decorations.

Maintenance

- Contractor must maintain the lights and decorations throughout the display period to ensure all lights are on and functioning. All malfunctioning lights that occur during the period must be repaired within a reasonable time, not to exceed three (3) days from the time of notice of malfunctions. Please provide your maintenance staff contact information, telephone number and email address to facilitate contact regarding any display problem as required.

Removal

- Contractor is responsible for removal of all decorations and lighting within seven (7) days of the end of display period.

Disposal of Waste

- Contractor shall arrange to dispose of any and all waste from the work being performed. All areas of display must be kept clean and free from any debris, e.g., zip ties, tape, etc. after removal of decorations. Safety Precautions Contractor shall be careful when working in the various areas. Damage to public and private property shall be the responsibility of the Contractor and shall be repaired or replaced at no additional cost to the CRA or City.

Other requirements

- Each bid must specify amperage and electrical requirements.
- Each bid should provide options for the CRA leasing the lighting and decorations.
- Each bid must include maintenance and inspection package.
- Vendor will coordinate all required permitting.
- Vendor will provide necessary Certificates of Insurance as required by the City and CRA.

3.4 AREAS TO BE ILLUMINATED AND DECORATED

The selected company will use creative ideas and concepts to ensure cohesiveness in the holiday theme and design of all lights and decorations in the three (3) areas below:

- 1) Broadway Corridor: The area from Main Street to N. Stewart Ave.
- 2) Main Street Corridor: The area from Vine Street US 192, including the downtown archway.
- 3) Civic Center, Berlinsky House & Monument of States



The City of Kissimmee and DKCRA would like proposals to include pricing for two different types of holiday lighting and decorations packages:

- 4) Traditional
- 5) Custom

Proposals must depict a display that includes a combination of:

- Wreaths, sprays and garland
- Ornaments and accessories
- Pole, skyline and arches décor
- Lighting (solar lighting optional)

PROVIDE QUOTE FOR EACH AREA

- **Broadway Corridor:** Entirety of corridor, including median, trees and street lights.
- **Main Street Corridor:** Downtown archway, entirety of corridor, including median, trees and street lights.
- **Civic Center, Berlinsky House, Monument of States:** Veterans' Memorial/Founding Families, façade, lawn and trees and the landmark located on the corner of Lakeview Dr. and E. Monument Ave. in the northern part of the Berlinsky House property.

3.5 SPECIAL SITE CONSIDERATIONS

- **Broadway Corridor:** The median within the Broadway Corridor will contain up-lighting. Designs will complement the existing up-lighting.
- **Main Street Corridor:** There is a significant distance between the medians within the corridor. Designs must provide a solution to create consistency and unification with the Broadway Corridor.

Provide design approach and qualifications including, but not limited to the following:

- Provide any additional information and suggestions for designs and features which will enhance the decorative plan for the CRA.
- Provide photographs of at least three (3) similar outdoor, large scale lighting and decoration projects which your company has previously created for a municipality, illustrating your experience with planning and producing large scale illumination and decorations and your production style.

3.6 ADDITION SITES:

The City may reduce the Scope of Services to the following intersection sites if funding is not available. The Schedule of Offers includes the following intersections in order to establish a cost estimate for each section:

1. Main and Vine
2. Main and Oak
3. Broadway and Neptune
4. Broadway and Ruby; Civic Center, Monument of States, Berlinsky House

4.0 EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable City Purchasing policies and procedures.

The City shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The City Purchasing Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the City's discretion, non-conforming Proposals may be eliminated from further consideration.

Purchasing will distribute Proposals and evaluation criteria to the Selection Committee. Each Selection Committee member shall score each Proposal on the following evaluation criteria:

	<u>Points</u>
• Completeness of RFP (Questionnaire/documentation)	20
• Experience & Expertise	30
• Equipment	30
• Rates (Bid Prices)	<u>20</u>
Total Points Available	100

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Purchasing will confirm the calculations for the final score for each Proposal. Then, Purchasing shall publish a rank-ordered listing of the Proposals to the Selection Committee.

After contract negotiations with a Proposer are successfully completed, the Selection Committee shall recommend to Commission that it selects such Proposer(s) to provide the services as outlined in the Agreement. The City of Kissimmee Commission shall make the final decision whether to enter into an Agreement with a Proposer(s).

BIDDER'S QUESTIONNAIRE:

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. **COMPANY NAME:** _____
Address of Principal Place of Business: _____

City/State/Zip: _____
Phone: _____ Fax: _____
Name of primary Contact: _____ Email: _____

2. **TYPE OF ORGANIZATION:**

____ Sole Proprietorship ____ Partnership ____ Non-Profit
____ Joint Venture ____ Corporation ____ Other: _____

State of Formation: _____ Federal ID # _____ DUNS# _____
(The City only requires a Federal Tax ID Number, not a Social Security number.)

3. **EMERGENCY CONTACT PERSON:** _____
Phone: _____ Fax: _____ Cell: _____

4. **INSURANCE COMPANY NAME:** _____
Agent Contact: _____ Phone: _____

5. **EXPERIENCE:**
A. Years in business: _____
B. Years in business under this name: _____
C. Years performing this type of work: _____

6. **SUBCONTRACTORS - for informational purposes only:** If bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

Name	Type of Work
_____	_____
_____	_____

7. **ESTABLISHED PLACE OF BUSINESS:**

8. **LOCAL SERVICE FACILITY, IF APPLICABLE:**

A. Name of local service center: _____
B. Address of local service center: _____
C. County local service center is located in: _____
D. Contact: _____ Telephone number: _____

9. RECYCLED CONTENT:

- A. Percentage of recycled material contained in the product: _____ %
B. Is your product packaged/shipped in material containing recycled content? Yes ___ No ___
C. Is your product recyclable after it has reached its intended end use? Yes ___ No ___

10. REFERENCES:

Bidder shall submit as a part of their Bid submittal, a minimum of three (3) customer references for similar products which your firm has provided within the last three (3) years.

Reference #1:

Name: _____
Address: _____
Telephone No.: _____ Fax No.: _____
Contact: _____
E-mail: _____

Reference #2:

Name: _____
Address: _____
Telephone No.: _____ Fax No.: _____
Contact: _____
E-mail: _____

Reference #3:

Name: _____
Address: _____
Telephone No.: _____ Fax No.: _____
Contact: _____
E-mail: _____

Reference #4:

Name: _____
Address: _____
Telephone No.: _____ Fax No.: _____
Contact: _____
E-mail: _____

EQUIPMENT LIST

The Bidder is to state below the major equipment items that are intended to be utilized for completion of the project activities. If the Bidder intends to lease or buy equipment, the type of equipment and lessor is to be noted:

	<u>Type of Equipment</u>	<u>Model/Year</u>	<u>Manufacturer</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

	<u>Leased Equipment Type</u>	<u>Lease Company Name</u>
1.		
2.		
3.		
4.		
5.		

SUBMITTAL CHECK LIST:

Bidders should use the bid check list below of standard forms which are to be completed and returned as part of your bid submittal. **Failure to complete and return required forms may result in your bid being non-responsive and not considered for award.**

The items listed below are required. Additionally, other forms/items may be required to be submitted under the terms of this Invitation for Bids which are not listed below. It is the bidder's responsibility to read and understand the provisions of this Invitation for Bids.

- _____ Solicitation Cover Page.
- _____ Current Copy of Bidder's W-9
- _____ Bidder's Certification, signed.(page 17-18)
- _____ Bidder's Questionnaire. (pages 13-14)
- _____ Proof of Incorporation
- _____ Bid must be submitted as one (1) unbound original, one (1) hard copy, and one PDF electronic copy on a CD or Flash Drive.
- _____ Completed Addendum Acknowledgment Form for each Addendum. (if applicable)

It is the bidder's responsibility to contact the City's Procurement and Contracts Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid. If you have downloaded this bid from the Internet, please ensure that you also download all such addenda.

Special Items Required:

- _____ Copy of Business License
- _____ Equipment List (page 15)
- _____ Certificate of Insurance required within seven (10) days of Notice of Intended Action.

***** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR PROPOSAL ***
RFP2021-004**

I/we, the undersigned, hereby declare that I/we have reviewed the proposal documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our proposal as follows with full understanding that the proposal package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful proposer.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	Holiday Lights and Decorations Lease - Broadway Corridor - Main Street Corridor - Civic Center, Berlinsky House & Monument of States	
2	Maintenance and Inspection Package	
	Total Cost	
3	Provide Pricing for the following Intersection Sites - Main and Vine - Main and Oak - Broadway and Neptune - Broadway and Ruby; Civic Center, Monument of States, Berlinsky House	

ACKNOWLEDGMENT OF ADDENDA NO.(S) _____ (IF APPLICABLE)

(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

(initial) We do not take exception to Specifications.

(initial) We take exception to Specifications as follows:

(attach additional sheets, if necessary)

COMPANY NAME _____
COMPANY ADDRESS _____

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSALS TO
THE ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR TO
THE DATE AND TIME SHOWN.
PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: _____
(signature)

(typed name/title of signer) EMAIL: _____

TELEPHONE NO.: () _____ FAX NO.: () _____

NOTICE

RFP2021-004

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____
Address: _____

Phone Number: () _____
Fax Number: () _____
Continue on Vendor List: _____ Yes _____ No
___ Large Business ___ Small Business ___ Minority Owned

Reason for no response to the solicitation:

- _____ Cannot supply at this time
- _____ Suitable, but engaged in other work
- _____ Quantity too small
- _____ Cannot meet required minimum
- _____ Opening date does not allow sufficient time to complete
- _____ Equivalent not presently available
- _____ Other reasons or remarks: _____

Signature

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Vendor's Signature

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this ____ day of _____ 20____, personally appeared

(print name) _____ being an authorized representative of lawful
age, who being by me first duly sworn, on his/her oath, deposes and says:

(print name of company) _____ MEETS ALL CRITERIA AS REQUIRED BY
THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE.
Qualification documentation attached.

Signature of Affiant

Typed/Printed Name of Affiant

Address of Affiant

State of Florida
County of _____

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

(Signature of Notary Public-State of Florida)

(Print, Type, or Stamp commissioned name of notary public) _____ personally known or
_____ produced identification. Type of identification produced _____

**AGREEMENT BETWEEN THE CITY OF KISSIMMEE REDEVELOPMENT AGENCY
AND _____**

THIS AGREEMENT is made this _____ day of _____ 2021, by and between _____ located at _____, hereinafter known as "Vendor," and the **CITY OF KISSIMMEE REDEVELOPMENT AGENCY**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CRA." The Vendor and the CRA are collectively referred to hereinafter as the "Parties".

WHEREAS, the CRA seeks the services of a licensed, qualified and experienced holiday lighting and decorations vendor to provide holiday lighting and decorations in select locations within CRA area for the 2021 holiday season; and

WHEREAS, the CRA seeks a vendor who can provide creative ideas and concepts to ensure cohesiveness in the holiday theme and design of all lights and decorations in all designated locations within the CRA area; and

WHEREAS, the CRA advertised "Request for Proposals 2021-00X Holiday Lights and Decorations", attached hereto as Exhibit "A" and opened bid proposal on _____; and

WHEREAS, Vendor satisfied all the specifications and requirements of the Request for Proposal #2021-00X, and was the lowest bidder; and

WHEREAS, Vendor agrees to complete the Project pursuant to the proposal specifications attached as Exhibit "B;" and

WHEREAS, the CRA desires to award Proposal Number ___ to Vendor consistent with the terms, conditions and requirements of the proposal specifications.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.
2. **TERM.** The term of this Agreement shall be effective from _____, 2021 to _____, 2022. The CRA shall retain the option, at its sole discretion, to award up to three (3), one-year renewal periods to the selected Vendor.
3. **SCOPE OF WORK.** Vendor agrees to perform the Scope of Work outlined in Exhibit "A." This shall include the provision of holiday lighting and decorations in specific locations within the City of Kissimmee CRA for the 2021 holiday season.
4. **PAYMENT.** The CRA agrees to pay Vendor for good and services as set forth in Exhibit "C." Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Vendor's invoice and verification that services have been rendered in conformity

with this Agreement, the CRA, through payment issued by the Development Service's Department or the CRA Manager, shall pay Vendor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Vendor shall not apply any late charges, interest or penalties to any invoice or charges for services until thirty (30) days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Vendor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.

5. **INDEMNIFICATION.** To the extent permitted by law, Vendor, hereby releases and waives all claims against the CRA or the City of Kissimmee, its officers, employees, agents, independent contractors for any injury or damage to the person, property, or business of Vendor, its agents, employees, sub-contractors, or other persons, for which injury or damage results from any act, neglect, occurrence, or condition in or about any CRA properties whether such damage is caused by the CRA or City of Kissimmee or any other person. Nothing in the agreement shall be construed as a waiver of the CRA or City of Kissimmee's statutory sovereign immunity pursuant to Fla. Stat. § 768.28.

Vendor agrees to indemnify and hold harmless the CRA and the City of Kissimmee, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof, to the extent caused by Vendor's negligent performance of the Agreement or any breach or default of Vendor.

6. **INSURANCE.** Vendor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of Vendor's fault or negligence in connection with this Agreement. Vendor shall, prior to commencing work, furnish evidence to the CRA and/or the City of Kissimmee of required insurance requirement naming the CRA and/or the City of Kissimmee as additional insured:

- a. **Workers Compensation:** Vendor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.
- b. **Comprehensive General Liability:** Vendor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- c. **Comprehensive Automobile Liability:** Vendor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- d. **Umbrella Insurance:** Vendor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

7. **PERFORMANCE BOND.** Vendor shall post a performance bond for the total amount of the Project.

8. **NOTICE.** Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

- a. Notices sent to the CRA shall be addressed as follows:
Development Services Department
Attn: CRA Manager
City of Kissimmee

101 Church Street
Kissimmee, Florida 34741

b. Notices send to the Vendor shall be addressed as follows:

9. **SUBCONTRACTORS.** All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve the Vendor from the responsibility to the CRA for the proper completion of all work to be executed under this Agreement, and the Vendor shall not be released from the responsibility by any subcontractor agreement the Vendor makes with others. If applicable, Vendor shall be required to furnish to the CRA, in writing, a list of names of the subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.
10. **ASSIGNMENT.** Vendor shall not assign this Agreement without the express written consent of the CRA.
11. **GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.
12. **TERMINATION FOR CONVENIENCE.** The CRA reserves the right to terminate the Agreement in whole or part by giving Vendor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the CRA, the Vendor shall only provide those services specifically approved or directed by the CRA. All other rights and duties of the Parties under the Agreement shall continue during such notice period, and the CRA shall continue to be responsible to the Vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Vendor.
- Upon termination, Vendor shall bill the CRA for all amounts not previously billed and due to the Vendor at that time. Vendor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the Vendor, unless specifically approved or requested by the CRA. Vendor shall however, be entitled to payment for services commenced and approved by the CRA prior to receipt of notice, or with the expressed written consent of the CRA, prior to the effective date of termination.
13. **TERMINATION FOR CAUSE.** If the CRA wishes to terminate the Vendor for cause due to the failure of Vendor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CRA must provide the Vendor with written notice of said failure to perform. The CRA must give ten (10) working days from the Vendor's receipt of the Notice to Cure for the Vendor to cure or take reasonable action to commence to cure the performance concerns specified. If Vendor does not take appropriate action within the ten (10) day period, the CRA may issue a Final Notice to Cure. Vendor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CRA can terminate the Agreement. If the Vendor is terminated for cause, the CRA may provide or employ any necessary labor and materials in lieu of Vendor to finish part or all of the work under the Agreement or to supplement the work of Vendor, and to deduct the cost thereof from any money,

then due or thereafter to become due to the Vendor; and if such cost shall exceed the balance due to Vendor, then the Vendor shall pay the difference to the CRA.

14. **WAIVER:** The CRA's failure to act with respect to a breach by Vendor does not waive its right to act with respect to subsequent or similar breaches. Payment after a default shall not be deemed a waiver of any right or acceptance of defective performance.
15. **HEADINGS AND CAPTIONS:** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.
16. **AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.
17. **SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.
18. **RECORDS.** All contracts, correspondence, memoranda, and other documents accumulated, acquired, prepared, or received by the parties hereto created by this Agreement shall be maintained as public records to the extent required by law. This Section shall survive termination or expiration of this Agreement.
19. **CONSTRUCTION DEFECTS NOTICE:** Chapter 558, Florida Statutes, contains important requirements you must follow before you bring any legal action for an alleged construction defect in your home. Sixty days before you bring any legal action, you must deliver to the other party to this Agreement a written notice referring to Chapter 558 of any construction condition you allege is defective and provide such person the opportunity to inspect the alleged construction defect and to consider making an offer to repair or pay for the alleged construction defect. You are not obligated to accept any offer which may be made. There are strict deadlines and procedures under this Florida law which must be met and followed to protect your interests.
20. **FLORIDA LIEN LAW NOTICE: ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 – 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND WHO ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY**

HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU SHOULD CONSULT AN ATTORNEY.

- 21. CHANGES IN WORK ITEMS OR SCOPE.** The CRA and the Vendor expressly agree that no changes in materials or description of work shall take place unless in writing and agreed upon by the Vendor and the CRA. All Change Orders must be approved by the CRA in accordance with City Purchasing Manual Policies and Procedures before work commences. No changes in the scope of work shall be made by the Vendor unless the Vendor has received a prior written Change Order, on the form provided as Exhibit "D," signed by an authorized representative of the CRA, except in an emergency where there is danger to life or risk of significant damage to property. The Agreement sum and the Agreement time may be changed only by written change order. No extra costs shall be paid to the Vendor as a result of Vendor's failure to properly evaluate the extent of the rehabilitation work.
- 22. GUARANTEES AND WARRANTIES.** The Vendor shall guarantee to correct any work that fails to conform to this and shall correct such defects due to faulty materials, equipment, or workmanship which appear during the progress of the work or within a period of one (1) year from the date of final inspection and acceptance or such longer periods of time as may be specified by law or by the terms of any special guarantees required by this Agreement. All reasonable work to be corrected shall be specified in writing signed by the CRA and delivered to Vendor at Vendor's place of business. The provisions of this article apply to work done by subcontractors as well as work done by the Vendor. Vendor shall furnish the CRA with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.
- 23. BREACH.** Failure of Vendor or the CRA to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the CRA has the right to terminate this Agreement in accordance with the provisions of Paragraph 10 above. In the event of any default of the CRA, except the payments required under the Agreement, Vendor may terminate this Agreement immediately without notice. If the CRA fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Vendor to cure said default, unless the CRA disputes satisfactory performance of services.
- 24. EXHIBITS:** Exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.
- 25. NO THIRD PARTIES BENEFICIARIES.** This Agreement shall inure to the benefit of the Parties to this Agreement and is for the exclusive benefit of said Parties. This Agreement shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected vendor.
- 26. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and safety rules and regulations at all times.

- 27. NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CRA of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.
- 28. WAIVER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.
- 29. PUBLIC RECORDS.** The Parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORD RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF RECORDS AT: (407) 518-2313, LINDA HANSELL.**
- 30. ENTIRE AGREEMENT.** This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.
- 31. MODIFICATIONS.** Any modifications or additional obligations assumed by either Party shall be binding only if written and valued considerations exchanged.

[The balance of this page is left intentionally blank;]

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Agreement, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

VENDOR- _____
By: _____
Title: _____
Date: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by means of ☐ physical presence or ☐ online notarization by (Name of Person) as (Type of Authority) for (Vendor Company Name), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

**CITY OF KISSIMMEE REDEVELOPMENT
AGENCY**

By: _____
Olga Gonzalez, Mayor-Commissioner
Date: _____

ATTEST:

Linda Hansel, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

Exhibit B

Artistic

Holiday Designs



6/30/2021 updates RFP2021-004 Holiday Lights and Decoration

KISSIMMEE • FLORIDA • USA





Main Street Corridor - Downtown Arch - Curtain Lights with glittering boas

Artistic
Holiday Designs



Main Street Corridor - 24 Palm Trunks in warm white mini lights
Location to be determined based on available power

Artistic
Holiday Designs



Broadway from Emmett to Neptune - 18 trees with mini lights, 3D meteors

Artistic
Holiday Designs





Civic Center - Roofline C9, trunk wraps in warm white

Artistic
Holiday Designs



Civic Center - Roofline C9, trunk wraps in warm white

Artistic
Holiday Designs



Monument of States - trunk wrap trees, 3D Meteors, and glittering curtain lights

Artistic
Holiday Designs



Berlinsky House - trunk wrap trees with fronds

Artistic
Holiday Designs



19 Trees on Lakeview - branch wrap bushes

Artistic
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Product	Purchase Price	Lease per year	Quantity	Total Lease Price
<i>Main Street Corridor</i>				
Gold Twinkle Curtain Lights full	\$6,000.00	\$2,200.00	1	\$2,200.00
Glittering Boas	\$80.00	\$29.33	16	\$469.33
Field Services		\$5,800.00	1	\$5,800.00
Trees - Palm Trunks	\$264.00	\$96.80	24	\$2,323.20
Field Services			1	\$3,344.00
<i>Broadway Corridor</i>				
18 Trees from Neptune to Emmett	\$330.00	\$121.00	18	\$2,178.00
Meteors - 8 per tree	\$1,300.00	\$476.67	18	\$8,580.00
Field Services			1	\$3,653.00
<i>Civic Center</i>				
5 Palm Trunks no fronds	\$264.00	\$96.80	5	\$484.00
Branch wrapped bushes	\$198.00	\$72.60	6	\$435.60
C9 Roofline Lights	\$2,500.00	\$916.67	1	\$2,500.00
Field Services			1	\$2,935.10
<i>Monument of States</i>				
2 Trunk Wrapped Trees	\$330.00	\$121.00	2	\$242.00
Meteors - 10 per tree	\$1,625.00	\$595.83	2	\$1,191.67
Curtain Light monument			1	\$1,500.00
Field Services			1	\$4,500.00
<i>Berlinksy House</i>				
2 Palm Trees	\$330.00	\$121.00	2	\$242.00
Labor for Berlinsky			1	\$330.00
<i>Lakeview from Dakin to Ruby</i>				
Trunk Wrap trees	\$198.00	\$72.60	19	\$1,379.40
Labor for palm trunks			1	\$1,200.00
<i>Emmett</i>				
Trees - palm trunks	\$264.00	\$96.80	17	\$1,645.60
Labor for all trees			1	\$2,842.40

Field Services includes logistics, install, service, take down, and storage.

Total **\$49,975.30**

Exhibit 2

Artistic

Holiday Designs



2022 Holiday Project 6/13/2022

KISSIMMEE • FLORIDA • USA





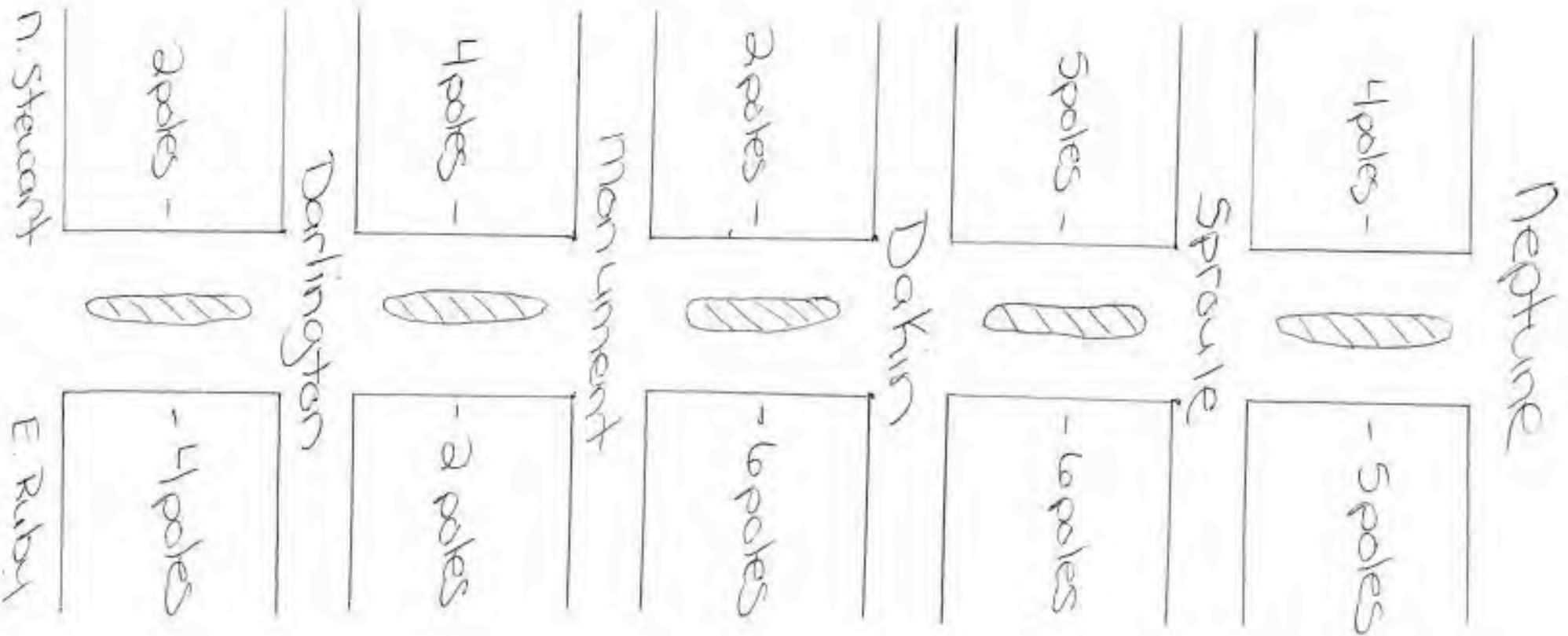
Broadway - Every other pole - Garland unlit with 18 inch red bow

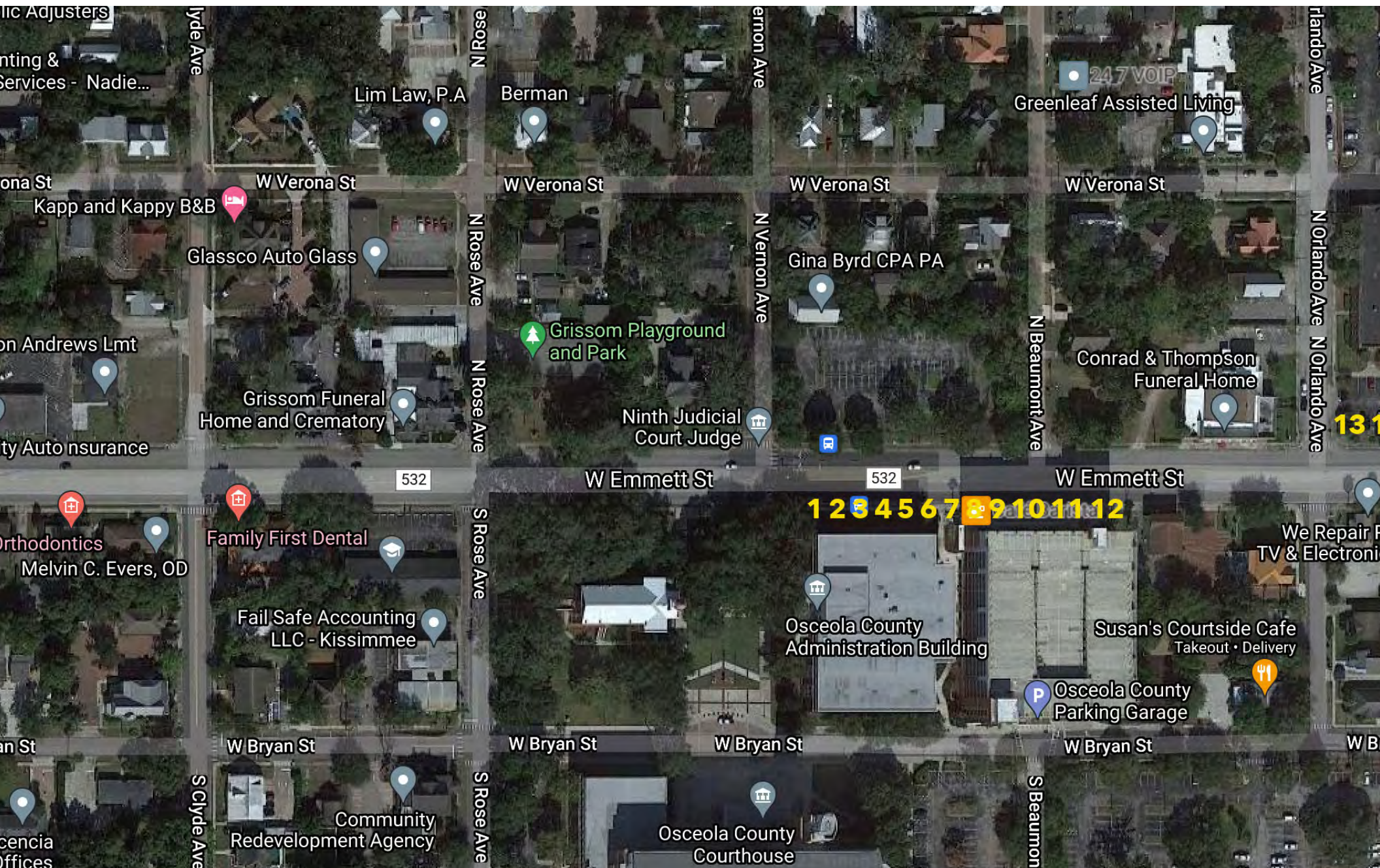
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Kissimmee
 40 Total Poles
 Only Do Every
 other Pole
 2 garland
 Per Pole
 20 poles
 x 2
 40 garland.

40 poles total
 20 poles installed per contract.

Add 20 additional poles, 2 pieces of garland per pole.
 Add a red bow on 20 poles - every other.





Remove 12 Trees of Mini lights on W Emmett St.

Artistic Holiday Designs
eschner, Osceola Divorce Lawyer



Add mini lights to tree trunk at Civic Center

Artistic
Holiday Designs



Add mini lights to palm trunks at Ruby Plaza - approximately 10 trees

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Artistic Holiday Designs has been using the coaxial lighting system for 2 years. The lights greatly reduce the amount of moisture that can create outages. We will replace the existing mini lights with the coaxial mini lights.

The coaxial mini lights were used on the Historic Entrance sign in 2021.

The lights are warm white and every 5th bulb twinkles in pure white.

Coaxial (Water-Tight) connection 100 Warm White Wide Angle LED Mini Lights

100 Warm White LED's 5MM
Water Tight Coaxial Connection
Commercial Grade One-Piece Construction
Hassle Free Installs
Concave Design-Wide Viewing Angle
Energy Star Qualified
Length: 50' Long with 6" Bulb Spacing
Watts: 9.6 watts per string
Connect up to 21 strings
For Outdoor Use



5MM

WARM WHITE
PURE WHITE
RED

BLUE
GREEN
PURPLE



MULTI-COLOR
Includes pure
white twinkle





Add 2 spot lights to Kissimmee sign on arch

Artistic
Holiday Designs

Product	Lease per year	Quantity	Total Lease Price
Garland unlit	\$33.49	40	\$1,339.60
Red Bow	\$7.62	20	\$152.40
Installation/Service	\$17.88	20	\$429.10
Removal/Storage	\$10.73	20	\$286.10
Shipping		1	\$550.00
Move Mini Lights from W Emmett Street to Civic Center & Ruby Plaza			\$0.00
Outdoor Flood lights added to Historic Sign		2	\$300.00
Upgrade all mini lights to Coaxial Connection Mini Lights		800	\$0.00* No charge due to issues from 2021
TOTAL			\$3,057.20

Broadway every other pole - 20 total. Quantity is priced 2 pieces per pole. Total of 40 pieces of garland. Total 20 red bows on every other pole. Price includes field services: installation, service, take down, and storage.

Thank You

Thank you for allowing Artistic Holiday Designs
the opportunity to present our ideas.

www.ArtisticHolidayDesigns.com

708-223-8506

DerekN@ArtisticHolidayDesigns.com



Artistic Holiday Designs

Artistic Holiday Designs

Contract No. 107317
Contract Date: 6/28/2022

Seller Address:
4417 SE 16th Place, Unit 13
Cape Coral FL 33904
708-223-8506
www.ArtisticHolidayDesigns.com
Derek Norwood
derekn@ArtisticHolidayDesigns.com

Contact: Accounting Department
City of Kissimmee
Buyer Address: 101 N Church Street, Second Floor
Kissimmee, FL 34741
Phone: 407-518-2587
E-mail: samia.singleton@kissimmee.gov
Fax:

Delivery Point:
AHD Florida, Connor Graham
4280 Church St, Ste. 1556
Sanford, FL 32771

Shipping Method: Truck
Shipping Terms: Invoiced
Delivery Date: TBD
Install Address: Kissimmee, FL 34741

Notes	Reference #	Description	Quantity	Unit Price	Total Price
		Garland - Unlit	40	\$ 33.49	\$ 1,339.60
		Red Bow	20	\$ 7.62	\$ 152.40
		Move mini lights from W Emmett Street to Civic Center and Ruby Plaza			No Charge
		Outdoor Flood Lights Added to Historic Sign	2	\$	300.00
Due to issues from 2021.		Upgrade All Mini Lights to Coaxial Connection Mini Lights			No Charge
Subtotal					\$ 1,792.00
No Tax: Lease					Tax \$ -
Shipping included with Field Service Billing Contract 107317-FS					Shipping \$ -
TOTAL DUE					\$ 1,792.00

Broadway every other pole - 20 total. Quantity is priced 2 pieces per pole. Total of 40 pieces of garland. Total 20 red bows on every other pole.

Due Upon Acceptance	\$ 1,792.00

Payment Method:
Check/Bank Information
ACH Payment to:
Artistic Holiday Designs LLC
Routing: 263191387
Account: 1100023303424

General Terms and Conditions

1. Applicability.

(a) These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by the seller ("Seller") to the buyer ("Buyer"), both of whom are named on the Sales Confirmation, hereto attached. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying confirmation of sale (the "Sales Confirmation," hereto attached) and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery.

(a) The goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit. (b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location and address stated in the Sales Confirmation (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery when the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. Non-delivery.

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within five (5) business days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. Quantity. If Seller delivers to Buyer a quantity of Goods of up to twenty percent (20%) more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

5. Shipping Terms. Seller shall make delivery in accordance with the terms on the face of the Sales Confirmation.

6. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Illinois Uniform Commercial Code.

7. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

8. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within five (5) business days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at the address indicated in the Sales Confirmation. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 8(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 8(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

9. Price.

(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the date that Seller accepts Buyer's purchase order. If the Prices should be increased by Seller before delivery of the Goods to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased prices.

(b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

10. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Seller and by the payment methods in accordance with the payment terms of the Sales Confirmation.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of one and a half percent (1.5%) interest per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for five (5) business days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

11. Limited Warranty.

(a) Seller warrants to Buyer that for a period of two (2) years from the date of shipment of the Goods ("Warranty Period"), that such Goods will materially conform to the specifications set forth in Seller's published specifications in effect as of the date of shipment under the corresponding Individual Transaction.]

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; [OR] (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11(a). For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within five (5) business days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.]

(e) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(f) Subject to Section 11(d) and Section 11(e) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(g) THE REMEDIES SET FORTH IN SECTION 11(F) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(A).

12. Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

(c) The limitation of liability set forth in Section 12(b) above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

13. Insurance. During the term of this Agreement, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000.00 per occurrence/\$2,000,000.00 general aggregate/\$1,000,000.00 products with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms.

14. Installation. Buyer acknowledges and understands that Sales Confirmation and these terms only covers the purchase of the goods as stated in the Sales Confirmation. Seller makes no representation, warranty or promise to provide any installation services for the goods under these Terms, unless otherwise stated in a separate agreement, signed by both parties and hereto incorporated.

15. Electrical Product Certification. Buyer understands and acknowledges that all goods under these Terms will be certified by either the Canadian Standards Association (CSA) or the Underwriters Laboratories (UL), and Seller does not make any representation, warranties or guarantee as to which certification, CSA or UL, any good will have. Buyer further agrees and acknowledges that by submitting a Purchase Order it has accepted to receive goods with either certification.

16. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. [Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.]

17. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for five (5) business days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

18. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

20. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

21. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

24. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois.

25. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Illinois in each case located in the City of Chicago and County of Cook, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

26. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

27. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this order including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

Date of acceptance:

7.19.22

Signature:

Olaya Gonzalez



Holiday Creations Pro, Inc.

Contract No. 107317-FS
Contract Date: 6/28/2022

Seller Address:

20 Henderson Ave.
 Joliet, IL 60432
 708-223-8506
www.hclights.com
 Derek Norwood
derekn@hclights.com

Contact:

Accounting Department
 City of Kissimmee
 101 N Church Street, Second Floor
 Kissimmee, FL 34741
Phone: 407-518-2587
E-mail: samia.singleton@kissimmee.gov
Fax:

Buyer Address:

Delivery Point:

AHD Florida, Connor Graham
 4280 Church St, Ste. 1556
 Sanford, FL 32771

Shipping Method:

Truck
 Invoiced
Shipping Terms: TBD
Install Date: TBD
Install Address: Kissimmee, FL 34741

Notes	Reference #	Description	Quantity	Unit Price	Total Price
	Field Services	Installation/Service	20	\$ 17.88	\$ 357.60
		Removal/Storage	20	\$ 10.73	\$ 214.60
		Shipping	1	\$ 550.00	\$ 550.00
Invoice Subtotal					\$ 1,122.20
TOTAL DUE					\$ 1,122.20

Due Upon Acceptance	\$ 1,122.20

Payment Method:

Check/Bank Information
 ACH Payment to:
 Holiday Creations Pro, Inc.
 Routing: 263191387
 Account: 1100023304021

General Terms and Conditions

1. Applicability.

(a) These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by the seller ("Seller") to the buyer ("Buyer"), both of whom are named on the Sales Confirmation, hereto attached. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying confirmation of sale (the "Sales Confirmation," hereto attached) and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery.

(a) The goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit.

(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location and address stated in the Sales Confirmation (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery when the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. Non-delivery.

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within five (5) business days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. Quantity. If Seller delivers to Buyer a quantity of Goods of up to twenty percent (20%) more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

5. Shipping Terms. Seller shall make delivery in accordance with the terms on the face of the Sales Confirmation.

6. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Illinois Uniform Commercial Code.

7. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

8. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within five (5) business days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at the address indicated in the Sales Confirmation. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 8(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 8(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

9. Price.

(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the date that Seller accepts Buyer's purchase order. If the Prices should be increased by Seller before delivery of the Goods to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased prices.

(b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

10. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Seller and by the payment methods in accordance with the payment terms of the Sales Confirmation.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of one and a half percent (1.5%) interest per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for five (5) business days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

11. Limited Warranty.

(a) Seller warrants to Buyer that for a period of two (2) years from the date of shipment of the Goods ("Warranty Period"), that such Goods will materially conform to the specifications set forth in Seller's published specifications in effect as of the date of shipment under the corresponding Individual Transaction.]

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; [OR] (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11(a). For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within five (5) business days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.]

(e) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(f) Subject to Section 11(d) and Section 11(e) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(g) THE REMEDIES SET FORTH IN SECTION 11(F) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(A).

12. Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

(c) The limitation of liability set forth in Section 12(b) above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

13. Insurance. During the term of this Agreement, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000.00 per occurrence/\$2,000,000.00 general aggregate/\$1,000,000.00 products with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms.

14. Installation. Buyer acknowledges and understands that Sales Confirmation and these terms only covers the purchase of the goods as stated in the Sales Confirmation. Seller makes no representation, warranty or promise to provide any installation services for the goods under these Terms, unless otherwise stated in a separate agreement, signed by both parties and hereto incorporated.

15. Electrical Product Certification. Buyer understands and acknowledges that all goods under these Terms will be certified by either the Canadian Standards Association (CSA) or the Underwriters Laboratories (UL), and Seller does not make any representation, warranties or guarantee as to which certification, CSA or UL, any good will have. Buyer further agrees and acknowledges that by submitting a Purchase Order it has accepted to receive goods with either certification.

16. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. [Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.]

17. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for five (5) business days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

18. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

20. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

21. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

24. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois.

25. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Illinois in each case located in the City of Chicago and County of Cook, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

26. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

27. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this order including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

Date of acceptance:

7.19.22

Signature:



ITEM 8.B

Advisory Board Vacancy - Board of Adjustment

Request

The Commission is requested to make an appointment to fill a vacancy on the Board of Adjustment.

Explanation

Commissioner Castano appointed Jeniffer Salas to the Board of Adjustment on October 18, 2022, pending review of an application that was to be filed. Ms. Salas' application was received, but upon review she did not qualify for the position. She was notified and submitted a second application with changes but she still did not qualify for the position on the grounds she is not a City resident and does not own or operate a business in the City.

Seat #1 was originally assigned the Board of Adjustment vacancy, but it is being reassigned to Seat #1 due to the applicant not qualifying for appointment.

The Commissioner will have 30 days to make an appointment. If no extension is requested, the appointment will automatically roll over to the next Commissioner in the rotation.

Commissioner Rotation:	Date Assigned:	Advisory Board:	Appointment Expires:	Requirements:
Seat #1 - Castano <i>*No applications currently on file*</i>	09/13/2022 12/06/2022 (reassigned) Assignment Expires: 1/17/2023	Board of Adjustment	05/31/2023	City Resident and must have a Florida License as an Engineer, Architect, Surveyor or Contractor. Members may be a resident or non-City resident; non-residents must either own real property or maintain a business office within the City.

Recommendation

Staff recommends the Commission make an appointment to fill a vacancy on the Board of Adjustment.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Desiree Matthews

Attachment(s):

None