

ADDENDUM NO. 2

**NORTH TERMINAL RENOVATION**

at the

Northwest Florida Beaches International Airport  
6300 West Bay Parkway  
Panama City, Florida 32409  
Phone: 850-763-6751

**ZHA – Owner’s Representative**

David Scruggs  
5206 Johnny Reaver Road  
Panama City, Florida 32409  
850-541-6188

**Date of Issue: May 13, 2022**

**The changes herewith form part of the Bid Documents and modify the original “Bid Documents” dated April 15, 2022.**

The changes and/or additions to the front end documents, plans and specifications described in this addendum are hereby made part of same and are incorporated in full as part of the Contract Documents. The Bidder shall acknowledge receipt of this addendum on the bid form submitted with their bid. Failure of the Bidder to acknowledge this addendum may disqualify their bid. This addendum provides a brief description of items that have been added, deleted, or otherwise revised. The description is not all inclusive. It shall be the contractor’s responsibility to identify all items included in the addendum.

**General Information**

The pre-bid meeting sign-in sheet is included in this addendum.

**Clarifications**

1. On page 3 of the Instructions to Bidders under the section for Award of Contract, the last sentence is amended to read:  
*“The Owner shall issue a Notice to Proceed (NTP), in accordance with Florida law, within one hundred twenty (120) calendar days of receipt of bids.”*
2. On page 1 of the draft Project Construction Contract, the second full paragraph is amended to read:  
*“Contractor shall commence the Work within ten (10) calendar days after the Notice to Proceed is issued by the Owner, which shall be issued within one hundred twenty (120) calendar days (or such longer period of time the Owner and Contractor may mutually agree to in writing) of the execution of this Contract, Owner shall issue a Notice to Proceed to Contractor.”*
3. Under item SC-7 of the Special Conditions, the first sentence is amended to read:  
*“Contractor shall complete the Work under this Invitation to Bid within three hundred sixty-five (365) days of Notice to Proceed unless otherwise negotiated, and approved, by the Owner.”*

4. A clause referencing escalation has been added to section GC-27 of the General Conditions. The revised document is included in this addendum.

### **Revised Specifications and Drawings**

#### **TECHNICAL SPECIFICATIONS**

- A. SPECIFICATIONS TABLE OF CONTENTS
  - a. **REVISED:** TABLE OF CONTENTS, added 084113, 084413 and 088000
- B. SPECIFICATION SECTION 014000
  - a. **DELETE:** Specification section 014000 QUALITY REQUIREMENTS, bound in the Project Manual.
  - b. **INSERT:** Specification section 014000 QUALITY REQUIREMENTS, Addendum, in the Project Manual.
- C. SPECIFICATION SECTION 014200
  - a. **INSERT:** Specification section 014200 REFERENCES, Addendum, in the Project Manual.
- D. SPECIFICATION SECTION 084113
  - a. **ADDED:** Specification section 084113 ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
- E. SPECIFICATION SECTION 084413
  - a. **ADDED:** Specification section 084413 GLAZED ALUMINUM CURTAIN WALLS
- F. SPECIFICATION SECTION 088000
  - a. **ADDED:** Specification section 088000 GLAZING
- G. SPECIFICATION SECTION 223000
  - a. **REVISED:** Specification section 223000 PLUMBING FIXTURES, EQUIPMENT, TRIM AND SCHEDULE, revised schedule, description, and model number for EWC-1 to indicate water cooler includes bottle fill station.
- H. SPECIFICATION SECTION 230923
  - a. **REVISED:** Specification section 230923 DIRECT DIGITAL CONTROLS, revised acceptable manufacturers in section 2.1 to indicate Trane as the only acceptable manufacturer.

#### **DRAWINGS**

- A. GENERAL
  - a. **REVISED:** G-0.0.0 COVER SHEET, sheet index revised, title revised to Permit Documents, date revised.
  - b. **REVISED:** G-0.0.1 NOTES, SYMBOLS, & ABBREVIATIONS, added #19 under general notes.
  - c. **REVISED:** G-0.0.3 ADA CLEARANCES, added detail 10.
  - d. **REVISED:** G-0.0.4 PARTITION TYPES, added metal slip track note.
  - e. **ADDED:** G-0.0.9 UL ASSEMBLY DETAILS
  - f. **REVISED:** G-1.0.0 LIFE SAFETY PLAN – LEVEL 01, added life safety tag, added sprinkler note and added rating to walls.
  - g. **REVISED:** G-2.0.0 LIFE SAFETY PLAN – LEVEL 02, revised airport terminal concourse limits and added sprinkler notes.
- B. ARCHITECTURE
  - a. **REVISED:** A-1.0.1 DEMOLITION FLOOR PLAN – LEVEL 01, added 02 & 03 demolition photos, added core slab note to general notes, revised demo keynote and exit lane corridor demolition scope revised.
  - b. **ADDED:** A-1.0.2 DEMOLITION FLOOR PLAN – LEVEL 02, column E, 3 is revised, added dim strings, added signage note, slab repair note added, added sprinkler note and added core slab note to general notes.
  - c. **REVISED:** A-1.1.1 DEMOLITION CEILING PLAN – LEVEL 01, added demo coordination and general notes. Added ceiling type to legend.
  - d. **REVISED:** A-1.1.2 DEMOLITION CEILING PLAN – LEVEL 02, added additional demo ceiling scope and ceiling note. Added ceiling type to legend.
  - e. **REVISED:** A-2.0.1 SITE PLAN, labeled major components.

- f. **REVISED:** A-2.1.0 ENLARGED FLOOR PLAN – LEVEL 01, exit lane revised, plan notes added, and flooring note added.
  - g. **REVISED:** A-2.1.1 ENLARGED FLOOR PLAN – LEVEL 02, added furniture and plan notes. Added dimension strings and a label for future concessions. Added sprinkler note.
  - h. **ADDED:** A-2.1.2 ENLARGED FLOOR PLANS, added dimension strings and plan notes. Added a section marker and relocated a schedule.
  - i. **ADDED:** A-4.0.1 BUILDING SECTIONS
  - j. **ADDED:** A-5.0.1 INTERIOR ELEVATIONS, relocated and added interior elevations.
  - k. **ADDED:** A-5.0.2 INTERIOR ELEVATIONS
  - l. **REVISED:** A-6.0.1 REFLECTED CEILING PLAN – LEVEL 01, added section markers, added light fixtures, revised ceiling plan legend & notes. Added new ceiling scope.
  - m. **REVISED:** A-6.0.2 REFLECTED CEILING PLAN – LEVEL 02, added new dimension strings, light fixtures and exit sign, legend updated, added new soffits and new section markers.
  - n. **ADDED:** A-6.0.3 FINISH FLOOR PLAN, added legend and floor pattern.
  - o. **REVISED:** A-6.0.4 SIGNAGE PLAN, added signs, tags and signage schedule.
  - p. **REVISED:** A-7.0.1 DETAILS & SCHEDULES, revised door and finish schedules, revised finish legend, added accessory fixture schedule and added detail.
  - q. **ADDED:** A-7.0.2 STOREFRONT ELEVATIONS AND DETAILS
  - r. **ADDED:** A-7.0.3 DETAILS, added and relocated revised details.
  - s. **ADDED:** A-7.0.4 DETAILS, added and relocated revised details.
  - t. **ADDED:** A-7.0.5 SIGNAGE DETAILS
- C. STRUCTURAL
- a. **REVISED:** S-0.0.1 STRUCTURAL SPECIFICATIONS, added infill stair loading to the design loads, removed 4,000 psi concrete from the concrete specifications and change the metal floor form deck to 22 Ga. steel.
  - b. **REVISED:** S-1.0.1 FOUNDATION PLAN, added note to plan notes to verify existing conditions.
  - c. **REVISED:** S-3.0.1 FOUNDATION DETAILS, added rebar to the secondary column pour detail 1/S-3.0.1.
  - d. **REVISED:** S-3.0.2 FOUNDATION DETAILS, changed the stud length to 4 ½” in detail 1&10/S-3.0.2, changed the angle length to 6” in detail 12/S-3.0.2, added a note to 13/S-3.0.2 to verify existing column dimensions, added the slab dimensions to 14 & 15/S-3.0.2 and added a #4 edge bar to 16/S-3.0.2.
- D. MECHANICAL
- a. **REVISED:** M0.0.1 HVAC LEGEND, SCHEDULES, AND NOTES, Revised airflows for supply air and outside air in Air Purification Equipment Schedule. Revised max and in airflows in Existing Air Handling Unit Schedule and Variable Volume Terminal Unit Schedule.
  - b. **REVISED:** M2.0.1 HVAC NEW WORK PLAN LEVEL 2, Adjusted locations of ceiling supplies over concourse 2404. Added VAV-2-2-12 and related supply ductwork. Revised values for return and supply airflows for VAV-2-2-8, 2-2-9, and 2-2-10. Removed ductwork from VAV-2-2-5(E) to match current floorplan. Added CD-1 and related ductwork serving storage room 2104. Revised air device location for VAV-2-2-2. Revised gravity ventilator locations for future concession areas. Clarified on drawing that ductwork upstream of terminal units is high pressure. Clarified double wall spiral ductwork extents. This was all previously covered on M0.0.1. Added return grilles and rerouted return ductwork from mechanical room to the grilles. Added fire dampers as needed throughout space.
  - c. **REVISED:** M3.0.1 HVAC DETAILS, added detail # 10, Plenum Box Detail.
  - d. **REVISED:** M4.0.1 HVAC CONTROLS, added note 9 under Direct Controls General Notes to clarify that new controllers tie into existing Trane system.
- E. PLUMBING
- a. **REVISED:** P1.0.1 PLUMBING LEGEND, SCHEDULE, DETAILS, AND NOTES, added General Notes in its entirety.

- b. **REVISED:** P2.0.1 PLUMBING NEW WORK PLAN – LEVEL 1, added General Notes in its entirety.
- c. **REVISED:** P2.0.2 PLUMBING NEW WORK PLAN – LEVEL 2, added General Notes in its entirety.

F. ELECTRICAL

- a. **REVISED:** E-001 LEGEND AND NOTES, removed unused symbols from legend, updated abbreviations, updated sheet index.
- b. **REVISED:** E-101 DEMOLITION ELECTRICAL PLAN – FIRST FLOOR, added first floor demo electrical plan, added devices to be removed and electrical demolition work and added keynote table.
- c. **REVISED:** E-102 DEMOLITION ELECTRICAL PLAN – SECOND FLOOR, added second floor devices to be removed and additional demolition work to be done. Updated keynote table.
- d. **REVISED:** E-202 NEW POWER PLAN – SECOND FLOOR, added enlarged column comm rm plan and work to be done in this room, added keynotes to floor box circuits, added power for telecom, added flat panel receptacles for tv panels to be mounted on columns, added floor box notes, updated keynote table and added power riser for new transformer and new panel.
- e. **REVISED:** E-203 NEW LIGHTING PLAN – SECOND FLOOR, update fixture locations, added fixtures to SE corner of concours, added egress lighting and exit signs to SE corner, updated lighting and exit signs to SE corner, updated lighting controls to tie into existing Lutron system, added occupancy sensors to restrooms, updated homerun circuits and updated keynote schedule.
- f. **REVISED:** E-204 NEW HVAC POWER PLAN – SECOND FLOOR, updated mechanical equipment schedule, added power for vav 2-2-12, added power for mini split, and exhaust fan power.
- g. **REVISED:** E-205 NEW FIRE ALARM PLAN – SECOND FLOOR, add additional fire alarm horn/strobes, add additional pull station and updated keynote table.
- h. **REVISED:** E-301 LIGHTING FIXTURE SCHEDULE AND CONTROLS, updated lighting fixture schedule and updated lighting controls to tie into existing Lutron lighting system.
- i. **REVISED:** E-401 ELECTRICAL DETAILS, remove unused electrical details.
- j. **REVISED:** E-501 PANEL SCHEDULES, updated panel schedule loads and circuit names and replaced existing panel LNE2A and replaced with new 42 circuit panel.

G. TELE/COMM

- a. **REVISED:** T-1.0.1 ENLARGED SYSTEMS FLOOR PLAN, added enlarged demo plan on the first floor at the exit lane and moving the enlarged plan of the boarding vestibule 2103 to accommodate the demo plan.

**Questions and Responses**

ITEM #	QUESTION	RESPONSE
1	Per the drawings, there are no elevations given for the cabinets.	The Architect has provided elevations for the cabinets in the Permit Documents issued with this addendum.
2	Per the drawings on A-7.0.3, section 04 shows a counter insert to be provided by the airline. Is there information regarding the size/clearances necessary for this insert? Will there need to be doors over the front of it? A counter top above it?	See photo for existing ticket counter millwork example; use link: <a href="https://app.box.com/s/q3d89e5ip4ck0q416qx139uhyilmklzt">https://app.box.com/s/q3d89e5ip4ck0q416qx139uhyilmklzt</a> We don't know what airline will be coming so we don't have the information for this insert. There is nothing in the original drawings / specifications for this we can use as a basis of design.

ITEM #	QUESTION	RESPONSE
3	Regarding the 3-form resin panels, is there a color specified?	We are specifying the following 3-form for the ticket counters: Style: Wave + Clear Material: Varia 3/8" Finish: Wave emboss *Since this product is translucent, we are specifying a stainless steel PLAM behind it for it to be mounted to. The PLAM is: Wilsonart, SATIN STAINLESS 4830 – 60 MATTE FINISH
4	Also can you please verify if there was a second addendum sent out that is removing the Davis Bacon Wage Act Requirement.	The Davis-Bacon Wage Act Requirements is not being removed from the project.
5	per the drawings, on page E-201, is the contractor required to cut and patch existing floor to install new floor boxes? The Demolition drawings do not show any required floor demolition to take place for installation of new electrical boxes.	FCG/DAG - the 100% documents will address the locations for floor boxes and the need to core drilling the second floor slab as well as the impact to the first floor ceiling below.
6	Change stainless steel toilet partitions to plastic.	Toilet partitions must be stainless to match existing.
7	Can you please clarify if the seating in the lounge area on Level 2 is something the general contractor will be responsible for providing and installing or is this something the owner will provide and install?	FCG/DAG - All seating for the gate/hold areas will be identified in the 100% drawings and will be part of the contractor's scope to furnish and install. Any loose seating in the lounge for tables, chairs, and bar stools will not be part of this contract.
8	I'm requesting the Phase and Voltage for the Door Operators as I am having issues finding it in the electrical drawings.	This question was address in Addendum #4 for Outbound Baggage Expansion.
9	Sheet A-6.0.3 Signage Plan contains no notes. Are we needing to supply any signage or any work related to signage?	FCG/DAG - The detailed signage plan will be provided in the 100% documents.
10	Are there any specifications for the glass guardrail system? Plans do not indicate type of metal or the metal finish.	FCG/DAG - The decorative metal handrail spec will be provided with 100% documents.
11	Confirm we are not to include any pricing related to the Skybridge	Skybridge is not being priced at this time.
12	Does the glass partition at the lounge seating area go all the way to the ceiling, or does it stop at a certain height? Is it possible to get an elevation?	FCG/DAG - Glass partition extends up 36" from top of wall. See section 05/A7.0.4 on 100% documents.

ITEM #	QUESTION	RESPONSE
13	Also at the lounge seating (detail 02/A-2.1.3) there appears to be a niche drawn on the left side across from the elevator vestibule. Can you please provide the intent, or confirm this is a niche? (Elevation would be helpful)	FCG/DAG - See plan A-2.1.1 and A-2.1.3 and referenced sections on 100% documents.
14	Confirm that all furniture is provided and installed by others?	Fixed passenger seating will be provided by the contractor. Other furniture will be provided by tie owner.
15	Are there any more details/specifications regarding the ticket counter construction including the Ecoresin Panel? There is a detail shown, but no details showing the adjacent cross-sections of the counters.	FCG will provide elevations in Permit Documents for the cabinets.
16	Do you know when construction is intended to commence?	Notice to Proceed will be issued within 120 days of receipt of bids.
17	What is the construction/substantial completion time on this? It states TBD.	Per Addendum the Notice to Proceed will be issued within 120 days of receipt of bids. The completion schedule is 365 days from Notice to Proceed to Substantial Completion.
18	There is no storefront spec. What and where is the storefront? a7.01 has some details of the exit area and the glass railing.	FCG/DAG - See 100% documents.
19	What is the airport doing about cost escalation if not awarded within 60 days?	Per Addendum an Escalation Clause has been added in the Non-Technical Specification, Section 000017, Item GC-27 Changes
20	In the drawings on A-2.1.1 and A3.0.1 it states on HOLD. Please clarify that this is not included in this bid.	Skybridge is not being priced at this time.
21	Will there be special times allotted for when the concrete has to be cut?	All work, including demolition efforts must be addressed in the contractor's work and safety plans to be submitted for review and coordination with the airport administration. Work must not adversely affect regular airport operations. It is very likely that demolition efforts involving core drilling and or concrete cutting or breaking will need to be performed during nighttime "off" hours, or at least non peak hours of operation.
22	What will the cost be for badging everyone?	\$54/badge
23	From sub: I do not see a finish schedule for the column covers. I see the column details on page 30 of Drawings but not the specified material other than metal.	FCG/DAG - Please see 100% documents for final drawings and specs for the GFRG column covers.

ITEM #	QUESTION	RESPONSE		
24	What is the airport doing about cost escalation if not awarded within 60 days?	Per Addendum an Escalation Clause has been added in the Non-Technical Specification, Section 000017, Item GC-27 Changes		
25	Will the baggage expansion project have the same laydown area location as the renovation?	Laydown Area to be identified in addendum		
26	Why is the awning not included in the specs?	This question was address in Addendum #4 for Outbound Baggage Expansion.		
27	T3.0.1 Riser diagram shows 24 strand fiber between the existing Main Telecom Room 1309 and the new TR1201. Can an estimated distance be provided or drawings showing where 1309 is in relation to the new TR1201?	This question will be addressed in a final addendum to be issued 5/17/2022		
28	Door numbers 101 and 201 do not have a hardware set specified on the schedule. Which hardware set will be used for these doors?	Both 101 and 201 should be storage/ electrical closet type sets.		
29	On the door schedule Doors 200, 202, and 204 comments state "security door, access control". Access control is being completed by the security company correct?	FCG/DAG - Door 202 should just be a hardware set for mechanical room function. Door 200 should have hardware with electric strike to function with the access control. Door 204 should have access control and panic hardware with time delay for function.		
30	I spoke with Sargent regarding the Sargent lock part number and they said the part numbers were invalid. Could I get the correct part numbers for the following:	To be addressed in final addendum		
	Storage Lock	F2 x ME x LN	626	Sargent
	Storeroom Lock	F21 x Mex Ln	626	Sargent
	Privacy Lockset	F19 x MEX LN x TI	626	Sargent
31	Will the security contractor be providing the keypads, power supplies, and alarm kits? If not please specify which models are needed.	FCG/DAG - Yes, and they should match existing. Logan to confirm		
32	What is the existing master key system?	The Airport uses Sargent 7 Pin Small Format Core		
33	Do interior doors and frames need to be galvanized as it seems in the spec or can they be cold rolled steel? Will 18ga doors and 16ga frames be sufficient?	FCG/DAG - Cold rolled steel 16ga for frames will be acceptable. Confirm with the spec.		
34	If there is an existing paging system, what make / model is it?	IED GlobalCom		

ITEM #	QUESTION	RESPONSE
35	WHERE IS THE PAGING SYSTEM HEAD END LOCATED?	Airport Communications Room
36	What paging system manufacturer is specified?	Tie into existing
37	Will the paging system head end share an equipment rack with other vendors?	Yes
38	Will power for the paging system head end be shared with other vendors? (Concerned about if power conditioning/protection is provided)	Yes
39	Are speaker connections to be direct connected to amplifier outputs or connected via a termination cabinet at the head end location?	As is consistent with existing system. Contractor to field verify.
40	Are speaker conduits provided by the E.C.?	Yes
41	Please confirm that all displays are Owner Furnished Owner Installed including FIDs, GIDs, FPs, DSs.	Owner will provide electronic displays. Contractor will provide cabling to display locations

**Attachments Included:**

- North Terminal Concourse Renovation Pre-bid Sign-in Sheet
- General Conditions – *Revised*
- NWFBI Permit Drawings
- Permit Documents Specs

***This addendum supersedes any verbal or other instructions given to any proposer. All other parts of the Bid Documents have been maintained as originally distributed or previously amended.***

**END OF ADDENDUM NO. 2**



# **NON-TECHNICAL SPECIFICATIONS**



# **NORTHWEST FLORIDA**

## **BEACHES INTERNATIONAL AIRPORT**

### **NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT**

#### **GENERAL CONDITIONS**

##### **GC-1 Independent Contractor**

Contractor represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the Work under this contract. Contractor shall act as an independent contractor and is not an agent of the Owner in performing this contract, maintaining complete control over its employees and all its suppliers and subcontractors of any tier. Nothing contained in this contract or any lower-tier purchase orders or subcontracts awarded by the Contractor shall create any contractual relationship with the Owner and/or its representative. Contractor shall perform the Work hereunder in accordance with its own methods subject to compliance with the Contract.

##### **GC-2 Authorized Representatives**

Before starting the Work, Contractor shall designate in writing an authorized representative acceptable to the Owner or its representative to represent and act for Contractor and shall specify any and all limitations of such representative's authority.

##### **GC-3 Notices**

Any notices required hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the Jobsite, by facsimile, by courier or express delivery, or by certified mail to the facsimile number or address of that party, or at such facsimile number or address as may have been directed by written notice.

##### **GC-4 Contract Interpretations**

All questions concerning interpretation or clarification of this Contract or applicable standards and codes, including the discovery of conflicts, discrepancies, errors or omissions, or the acceptable performance thereof by contractor, shall be immediately submitted in writing to the Owner or its representative for resolution. At all times Contractor shall proceed with the Work in accordance with the determinations, instructions, and clarifications of the Owner or its representative. Contractor shall be solely responsible for requesting instructions, interpretations or clarifications and shall be solely liable for any costs and expense arising from its failure to do so.

##### **GC-5 Order of Precedence**

All Project Documents and subsequently issued Change Orders and Amendments are essential parts of this Contract and a requirement occurring in one is binding as though occurring in all. In resolving conflicts, discrepancies, errors or omissions the following order of precedence shall be used

1. Instructions to Bidders
2. Special Conditions
3. General Conditions
4. Scope of Work
5. Specifications

## ***ADDENDUM NO. 2***

### **GC-6 Standards and Codes**

Wherever references are made in this contract to standards or codes in accordance with which the Work under this Contract is to be performed, the edition or revision of the standards or codes current on the effective date of this contract shall apply unless otherwise expressly stated. In case of conflict between any referenced standards and codes and any Project Documents, the Project Documents shall govern.

### **GC-7 Laws and Regulations**

All applicable laws, ordinances, statutes, rules, regulations, orders or decrees, including Owner's Airport Security Program and other formally adopted rules and regulations, in effect at the time the Work under this Contract is performed shall apply to Contractor and its employees, representative, its subcontractors, sub-subcontractors, material suppliers and others under Contractor's Contract for the Work.

### **GC-8 Permits**

Except as otherwise specified, Contractor shall procure and pay for all permits, licenses, certifications and other applicable governing authority requirements and inspections, other than inspection performed by the Owner or its representative and shall furnish any documentation, bonds, security, or deposits required to permit performance of the Work. Owner shall submit drawings and specifications to Bay County Builder Services on January 5, 2015 to initiate review and expedite review process. Contractor, upon award, shall immediately follow up, submit, secure, procure and pay for required permits with agencies.

### **GC-9 Taxes**

Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with the Work under this Contract and shall make any and all payroll deductions and withholdings required by law, an hereby indemnifies and holds harmless the Owner and its representative from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

### **GC-10 Labor, Personnel and Work Rules**

Contractor shall employ only competent and skilled personnel to perform the Work and shall remove from the Jobsite any Contractor personnel determined to be unfit or to be acting in violation of any provision of this Contract. Contractor is responsible for maintaining labor relations in such manner that there is harmony among workers and shall comply with and enforce Project and Jobsite procedures, regulations, work rules, and work hours established by the Owner or its representative.

The Owner may, at its sole discretion, directly or through its representative deny access to the Jobsite to any individual by written notice to Contractor and Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Work.

Contractor shall, to the extent permissible under applicable law, comply with the provisions of all labor agreement(s) which apply to the Work performed under this Contract. Unless other methods are established by Owner, the rules, regulations, and procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, or any successor agreement thereto, shall be used to determine work assignments and to resolve jurisdictional disputes on work covered by this Contract.

### **GC-11 Commercial Activities**

Neither Contractor nor its employees shall establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on the Jobsite or any other lands owned or controlled by Owner.

### **GC-12 Publicity and Advertising**

Contractor shall not make any announcement, take any photographs, or release any information concerning this Contract, or Project, or any part thereof to any member of the public, press, business entity, or any official body unless prior written consent is obtained from the Owner.

## **ADDENDUM NO. 2**

### **GC-13 Safety and Health**

Contractor shall be solely responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting and monitoring all its equipment, materials and work practices to ensure compliance with its obligations under this contract. Contractor shall assume all responsibility and liability with respect to all matters regarding safety and health of its employees and the employees of Contractor's suppliers and subcontractors of any tier, with respect to the risks under this Contract.

### **GC-14 Environmental Requirements**

Throughout performance of the Work, Contractor shall conduct all operations in such a way as to minimize impact upon the natural environment and prevent any spread or release of contaminated or hazardous substances and comply with all applicable laws, regulations, ordinances, statutes, rules, and codes governing environmental requirements and conduct the Work based on the requirements of this Contract including compliance with permit requirements and Project plans and approvals. Contractor shall indemnify Owner for any penalties, fines, and costs incurred, including costs for environmental studies and remediation, that arise due to Contractor's improper performance of the Work or Contractor's negligence.

### **GC-15 Site Conditions and Natural Resources**

Contractor shall have the sole responsibility for satisfying itself concerning the nature and location of the Work and the general and local conditions, including but not limited to, transportation, access, disposal, handling/storage materials, labor availability, water, electrical power, road conditions, climatic conditions, soil conditions, seasons, hydrology, physical site condition, project area, topography, ground surface conditions, equipment and facilities needed preliminary to and during the performance of the Work. The failure of Contractor to acquaint itself with any applicable conditions will not relieve Contractor of the responsibility for properly estimating the difficulties, time or cost of successfully performing Contractor's obligations under this Contract.

### **GC-16 Differing Site Conditions**

Where the Owner or its representative has made investigations of subsurface, surface and soil conditions in areas where work is to be performed under this Contract, such investigations are made by Owner or its representative for the purpose of study and design. If such records of such investigations are included in the Project Documents, the interpretation of such records shall be the sole responsibility of Contractor and the Owner or its representative assumes any responsibility whatsoever in respect to the sufficiency or accuracy of such investigations, the records thereof, or the interpretations set forth and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered.

### **GC-17 Contractor's Work Area**

Contractor shall confine its operations to the areas designated in the plans as the areas of Work or access to the Work or areas designated for storage. Contractor shall coordinate with Owner any planned disruption of operations at, or adjacent to, Worksite. Contractor shall, at all times, keep its work areas in neat, clean and safe conditions. Upon completion of any portion of the Work, Contractor shall promptly remove from the work area all its equipment, storage, temporary structures, surplus materials not to be used at or near the same location during later stages of the Work. Upon completion of the Work and prior to final payment, Contractor shall at its expense satisfactorily dispose of all rubbish, remove all plant, equipment, and materials and leave the premises in a neat, clean and safe condition. If Contractor fails to comply with these foregoing requirements, Owner may accomplish same at Contractor's expense.

### **GC-18 Cooperation with Others**

The Owner may have its employees, representatives, other contractors and other subcontractors working at the Jobsite during the performance of this Contract and Contractor's work or use of certain facilities may be interfered with as a result of such concurrent activities. Owner reserves the right to require Contractor to schedule the order of performance of the Work in such a manner as will minimize the interference with work of any of the parties involved.

## **ADDENDUM NO. 2**

### **GC-19 Responsibility for Work, Security and Property**

Contractor shall be responsible for and shall bear any and all risk of loss or damage to work in progress and, pursuant to the Special Condition titled "Title and Risk of Loss," to equipment and materials. Contractor shall be responsible for all receiving and unloading of materials for the Work, storing of materials and equipment subject to degradation by the elements and secure same from other damage or loss. Contractor shall at all times conduct all operations under this Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or any other means to any equipment, materials, work or other property at the Jobsite. Contractor shall plan and conduct its operations so as not to enter into lands in their natural state unless pre-authorized by the Owner, damage, close, obstruct or otherwise interfere with any utility installation, ditch, highway, road, structure or other property, and if necessary to do so, receive the Owner's pre-permission prior to such obstruction or interference.

### **GC-20 Cleaning Up**

Contractor shall, at all times, keep its work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove from the work area all its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of the Work.

Upon completion of the Work and prior to final payment, Contractor shall at its expense satisfactorily dispose of all rubbish, remove all plant, buildings, equipment and materials belonging to Contractor and return to Owner's warehouse or Jobsite storage area all salvageable Owner supplied materials. Contractor shall leave the premises in a neat, clean and safe condition.

In event of Contractor's failure to comply with the foregoing requirements, Owner may accomplish same at Contractor's expense.

### **GC-21 Contractor's Plant, Equipment and Facilities**

Contractor shall provide and use for the Work only such construction plant and equipment as are capable of producing the quality and quantity of work and materials required by this contract and within the time or times specified in the Contract Documents.

Before proceeding with the Work, Contractor shall furnish Owner's Representative and Owner with information and drawings relative to such equipment, plant and facilities as Owner's Representative or Owner may request. Upon written order of Owner or Owner's Representative, Contractor shall discontinue operation of unsatisfactory plant, equipment or facilities and shall either modify the unsatisfactory items or remove such items from the Jobsite.

### **GC-22 Use of Completed Portions of Work**

Whenever, as determined by Owner, any portion of the Work performed by Contractor is suitable for use, Owner may, upon written notice, occupy and use such portion. Use shall not constitute acceptance, relieve Contractor of its responsibilities, or act as a waiver by Owner of any terms of this contract.

Contractor shall not be liable for normal wear and tear or for repair of damage caused by any misuse during such occupancy or use by Owner. If such use increases the cost or time of performance of remaining portions of the Work, Contractor shall, pursuant to the General Condition titled "Changes," be entitled to an equitable adjustment in its compensation or schedule under this contract.

If, as a result of Contractor's failure to comply with the provisions of this contract, such use proves to be unsatisfactory to Owner, Owner shall have the right to continue such use until such portion of the Work can, without injury to Owner, be taken out of service for correction of defects, errors, omissions or replacement of unsatisfactory materials or equipment as necessary for such portion of the Work to comply with the contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve (12) months unless otherwise mutually agreed in writing between the parties.

## **ADDENDUM NO. 2**

Contractor shall not use any permanently installed equipment until such use is approved in writing by Owner. When such use is approved, Contractor shall, at Contractor's expense properly use and maintain and, upon completion of such use, recondition such equipment as required to meet specifications.

If Owner's Representative or Owner furnishes an operator for such permanently installed equipment, all services performed shall be under the complete direction and control of Contractor, and such operator shall be considered Contractor's employee for all purposes other than payment of such operator's wages, Worker's Compensation Insurance or other benefits.

### **GC-23 Inspection, Quality Surveillance, Rejection of Materials and Workmanship**

All material and equipment furnished and work performed shall be properly inspected by Contractor at its expense, and shall at all times be subject to quality surveillance and quality audit by Owner's Representative, Owner or their authorized representatives who, upon reasonable notice, shall be afforded full and free access to the shops, factories or other places of business of Contractor and its suppliers and subcontractors of any tier for such quality surveillance or audit. Contractor shall provide safe and adequate facilities, drawings, documents and samples as requested, and shall provide assistance and cooperation including stoppage of work to perform such examination as may be necessary to determine compliance with the requirements of this contract. Any work covered prior to any quality surveillance or test by Owner's Representative or Owner shall be uncovered and replaced at the expense of contractor if such covering interferes with or obstructs such inspection or test. Failure of Owner's Representative or Owner to make such quality surveillance or to discover defective design, equipment, materials or workmanship shall not relieve Contractor of its obligations under this contract nor prejudice the rights of Owner thereafter to reject or require the correction of defective work in accordance with the provisions of this contract.

If any work is determined by Owner's Representative or Owner to be defective or not in conformance with this contract the provisions of the General Condition titled "Warranty" shall apply.

### **GC-24 Testing**

Unless otherwise provided in the Contract, testing of soils, equipment, materials or work shall be performed by Contractor at its expense and in accordance with the Project Documents. Should tests in addition to those required by this Contract be desired by the Owner or its representative, Contractor will be given reasonable notice by the Owner or its representative for such testing and at the Owner's expense.

### **GC-25 Expediting**

The equipment and materials furnished and work performed under this contract shall be subject to expediting by Owner's Representative and/or Owner or their representative who shall be afforded full and free access to the shops, factories, and other places of business of Contractor and its suppliers and subcontractors of any tier for expediting purposes. As required by Owner's Representative or Owner, Contractor shall provide detailed schedules and progress reports for use in expediting and shall cooperate with Owner's Representative and/or Owner in expediting activities.

### **GC-26 Excusable Delays**

If Contractor's performance of this Contract is prevented or delayed by any unforeseeable cause, existing or future, which is beyond the reasonable control of the parties and without the fault or negligence of Contractor, Contractor shall, within twenty-four (24) hours of the commencement of any such delay, give the Owner or its representative written notice thereof and within seven (7) calendar days of commencement of the delay, a written description of the anticipated impact of the delay on performance of the Work. Delays attributable to within the control of Contractor's suppliers or subcontractors of any tier shall be deemed delays within the control of Contractor. Contractor expressly acknowledges and agrees that it shall receive no damages for delay and Contractor's sole remedy, if any, against Owner will be the right to seek an extension of time.

### **GC-27 Changes**

Owner may at any time, without notice to the sureties if any, by written Change Order unilaterally make any change in the Work within the general scope of this Contract, including but not limited to changes in the method, manner

## **ADDENDUM NO. 2**

and sequence of Contractor work, in Owner furnished facilities, equipment, materials services or site(s) and directing acceleration or deceleration in performance of the Work and modifying the Contract Schedule or the Contract Milestones.

If the Owner and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the Owner in a written Construction Change Directive. In that event, the Contract Price and Contract Time shall be adjusted in the Construction Change Directive as determined by the Owner. If Contractor disagrees with the Owner's adjustment determination, Contractor must make a claim strictly in accordance with the terms of this General Condition or else be deemed to have waived any claim it might otherwise have had on that matter.

In addition, in the event of an emergency which Owner determines endangers life or property, Owner may use oral orders to Contractor for any work required by reason of such emergency. Contractor shall commence and complete such emergency work as directed by the Owner or its representative and such orders will be confirmed by written Change Order.

If at any time Contractor believes that acts or omissions of Owner or its representative constitute a change to the Work not covered by a Change Order or requirements of the Project Documents, Contractor shall within seven (7) calendar days of discovery of such act or omission submit a written Change Order Request explaining in detail the basis for the request. The Owner will either issue a Change Order or deny the request in writing.

If Contractor intends to assert a claim for an equitable adjustment under this clause it must, within ten (10) calendar days after receipt of a Change Order or denial of same provide written notification of such intent and within a further twenty (20) calendar days, submit to Owner or its representative a written proposal setting forth the nature, schedule, impact and monetary extent of such claim in sufficient detail to permit thorough analysis and negotiations.

Change Order Requests from the Contractor shall be presented to the Owner in sufficient detail to allow for evaluation. Minimum information shall include Contractor, Sub-contractor and Sub-sub-contractor itemization of Labor, Materials and Equipment costs included in the Change Order. Labor shall include labor-hours and hourly rates. Hourly rates will be the direct hourly rate of the personnel performing the work plus an allowable labor burden. The labor burden shall either be an audited labor burden or 0.5%, if an audited rate is not available. Material and Equipment shall be included at their direct costs, which shall be supported by itemized invoices for billing. If equipment is rented thru a related company, the rental rate shall be no greater than the average rental rate for similar equipment in Bay County. Related company shall mean a company owned or controlled by any owner or officer of the Contractor and Subcontractor.

Subcontractor's and Sub-sub-contractor's allowable mark-up for overhead and profit on Labor, Material and Equipment in the Change Order shall be individually no greater than 10% and in aggregate no greater than 15%.

Contractor's allowable mark-up for overhead and profit on Labor, Material and Equipment in the Change Order shall be 10%.

Additional General Conditions shall not be included in a Change Order unless the Change Order changes effects the critical path and changes the Time of Completion. Any change order request affecting the critical path shall include a detailed schedule show the change effect on the critical path.

Any delay by Contractor in giving notice or presenting a proposal for adjustment under this clause shall be grounds for rejection and waiver of the claim and in no case shall a claim by Contractor be considered if asserted after final payment under this Contract.

Contractor shall proceed diligently with performance of the Work, pending final resolution of any request for relief, dispute, claim, appeal, or action arising under the Contract, and comply with any direction from the Owner or its representative.

## **ADDENDUM NO. 2**

### ***Escalation/De-escalation***

In the event of a significant price increase of material occurring during the performance of the contract through no fault of the Contractor, the Contract Sum shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents as well as those set forth herein. A change in price of an item of material will be considered significant when the price of an item increases or decreases by 20% percent between the date of this Contract and the date of installation.

In order to receive an escalation change order, Contractor shall share with the Owner, in writing, prior to the time of execution of this Agreement, its estimated costs for the relevant materials that it believes may be subject to potential escalation (the "Escalation List"). The Escalation List shall be made an exhibit to this Agreement. Prior to purchasing any of the listed materials, the Contractor must provide the Owner with three (3) timely and credible proposals from suppliers as well as a third-party price index such as RS Means, Steel Market Update or the like to confirm the credibility of the proposals. If the pricing escalation cannot be overcome through value engineering, substitutions or early purchasing/warehousing, the parties may enter into a change order in the amount of the lowest proposal or price index amount. These change orders shall not include overhead or profit mark-ups on the increases from either the Contractor or its Subcontractors. Failure to include a material in the initial Escalation List shall be considered a waiver of the right to seek escalation for such materials without the Owner's consent which may be withheld in the Owner's sole discretion.

In addition, if prices decrease from what was in the Contractor's original estimate, the Owner shall be entitled to a deduct if there is a significant decrease in the price.

### **GC-28 Disputes**

Contractor shall not be entitled to claim and neither Owner nor its representative shall be liable to Contractor or its suppliers or subcontractors of any tier in tort (including negligence), or contract except as specifically provided in this Contract. Any claim arising out of or attributable to the interpretation or performance of this Contract which cannot be resolved by negotiation shall be considered a dispute within the meaning of this clause. If for any reason Owner and Contractor are unable to resolve a claim for an adjustment, Contractor shall notify Owner or its representative in writing that a dispute exists and request a final determination by Owner. Owner shall, within thirty (30) calendar days of its receipt of any written request by Contractor, provide a written final determination setting for the contractual basis for its decision and defining what contract adjustments it considers equitable. Upon Contractor's written acceptance of Owner's determination, the Contract will be modified and the determination implemented accordingly or, failing agreement, the dispute resolution procedures as set forth in the Special Conditions titled "Dispute Resolution" shall be complied with.

### **GC-29 Records and Audit**

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, 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.

Contractor shall maintain records and accounts in connection with the performance of this Contract which will accurately document incurred costs, both direct and indirect, of whatever nature for a period of three (3) years from the Final Acceptance of the Work unless a longer period of time is otherwise specified by applicable law. Owner or its representative shall have the right to examine and copy, at all reasonable times and with advance notification, such records and accounts for the purpose of verifying payments or requests for payment when costs are the basis of such payment and to evaluate the reasonableness of proposed contract price adjustments and claims.

### **GC-30 Warranty**

Contractor warrants to Owner that materials furnished under this contract shall be of clear title and of the most suitable grade of their respective kinds for their intended uses, unless otherwise specified and shall also conform to



## **ADDENDUM NO. 2**

the requirements of this Contract. All workmanship shall be first class and performed in accordance with sound construction practices acceptable to Owner or its representative.

If at any time prior to Final Acceptance or after Final Acceptance in cases of latent defects, fraud or such gross mistakes as amount to fraud, Owner, Owner's Representative, or Contractor discover any defect in the equipment, materials, workmanship, or Contractor-provided design, immediate written notice shall be given to the other parties. Contractor shall within a reasonable time propose corrective actions to cure such defects.

Owner may at its sole discretion, or through Owner's Representative, direct Contractor in writing and Contractor agrees to:

1. Rework, repair, or remove and replace defective equipment and materials or re-perform defective workmanship to acceptable quality at a time and in a manner acceptable to Owner;
2. Cooperate with others assigned by Owner to correct such defects and pay to Owner all actual costs reasonably incurred by Owner in performing or in having performed corrective actions; or
3. Propose and negotiate in good faith an equitable reduction in the Contract price in lieu of corrective action.

The warranty described by this General Condition is in addition to any more specific warranty required by the Invitation to Bid, the Scope of Work, the Specifications, or provided by the Contractor as part of its bid or as a separate document.

### **GC-31 Backcharges**

Owner may, in addition to any other amounts to be retained as defined in the Contract, retain from any sums otherwise owing to Contractor amounts sufficient to cover the full costs of any Contractor failure to comply with provisions of this Contract or Contractor acts or omissions in the performance of any part of this Contract, including but not limited to, violation of any applicable law, order, rule, or regulation, including those regarding safety, hazardous materials or environmental requirements; correction of defective or nonconforming work by repair, rework, replacement or other appropriate means when Contractor states, or by its actions indicates, that it is unable or unwilling to proceed with corrective action in a reasonable time; and/or the Owner is required to take action or perform work for Contractor, such as cleanup, off-loading or completion of incomplete work.

Owner may also backcharge against Contractor for work done or cost incurred to remedy these or any other Contractor defaults, errors, omissions or failures to perform or observe any part of this Contract. Owner may, but shall not be required to, give Contractor written notice before performing such actions or work or incurring such cost. Cost of backcharge work shall include labor costs including payroll additives, incurred net delivered material costs, incurred lower-tier supplier and subcontractor costs directly related to performing the corrective action, equipment and tool rentals are prevailing rates in the Jobsite area and a factor, determined by the Owner, but not greater than sixty percent (60%), shall be applied to the total of these items for Owner's overhead, supervision, administrative and other related costs.

Owner shall separately invoice or deduct and retain from payments otherwise due to Contractor the cost as provided herein. Owner's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The performance of backcharge work by Owner shall not relieve Contractor of any of its responsibilities under this Contract including but not limited to express or implied warranties, specified standards for quality, contractual liabilities an indemnifications, and meeting the milestones of the Special Condition titled "Commencement, Progress and Completion of the Work."

### **GC-32 Indemnity**

To the maximum extent permitted by Florida law, Contractor shall indemnify and hold harmless Owner and its officers and employees and its representatives from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from (1) any claimed breach of this Contract by Contractor or (2) from personal

## **ADDENDUM NO. 2**

injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or anyone employed or utilized by the Contractor in the performance of this Contract.

### **GC-33 Consequential Damages**

Except as expressly provided below in the second paragraph of this Section GC-33, Contractor and Owner shall waive all claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the requirements herein.

Notwithstanding anything in this Section GC-33 or any other term of the Project Documents to the contrary, it is acknowledged and agreed by Contractor that expressly excluded from the above referenced waiver of consequential damages provisions are any consequential damages arising out of or relating to this Contract suffered by Owner for which Contractor otherwise would be liable as provided in the following three (3) sentences. Consequential damages are not waived by Owner to the extent such consequential damages would be covered and paid for by any applicable insurance. Further, with respect to such consequential damages incurred by Owner that are not paid by any applicable insurance, Owner does not waive and Contractor shall be liable to Owner for such consequential damages up to the total cumulative amount of those reasonable amounts expected by Contractor as profit. Further still, with respect to any consequential damages incurred by Owner that are due to the gross negligence or intentional wrongful acts or omissions of Contractor or anyone for whom Contractor is responsible, Owner does not waive and Contractor shall be liable to Owner for all such consequential damages. Nothing herein shall be construed as a cap or limitation on any liquidated damages Contractor may owe Owner pursuant to the terms of the Project Documents.

### **GC-34 Assignments and Subcontracts**

Any assignment of this Contract or rights hereunder, in whole or part, without the prior written consent of Owner shall be void, except that upon ten (10) calendar days written notice to Owner or its representative, Contractor may assign monies due or to become due under this Contract, provided that any assignment of monies shall be subject to proper set-offs in favor of Owner and any deductions provided for in this Contract. Purchase orders and subcontracts of any tier must include provisions to secure all rights and remedies of Owner provided under this Contract and must impose upon the lower-tier supplier and subcontractor all of the duties and obligations required to fulfill this Contract. No assignment or subcontract shall relieve Contractor or its sureties of the responsibilities under this Contract.

### **GC-35 Suspension**

Owner or its representative may by written notice to Contractor suspend at any time the performance of all or any portion of the Work to be performed under the Contract. After receipt of such notice, Contractor shall immediately discontinue work on the date and to the extent specified in the notice, place no further orders or subcontracts for material, services, or facilities with respect to the suspended work other than to the extent required in the notice, continue to protect and maintain the Work including those portions on which work has been suspended, and take any other reasonable steps to minimize cost associated with such suspension.

Upon receipt of notice to resume suspended work, Contractor shall immediately resume performance under this Contract to the extent required in the notice.

### **GC-36 Termination for Default**

Notwithstanding any other provisions of this contract, Contractor shall be considered in default of its contractual obligations under this Contract if it performs work which fails to conform to the requirements of this Contract; fails to make progress so as to endanger performance of this contract within the required time periods; abandons or refuses to proceed with any of the Work, including modifications or changes directed pursuant to the General

## **ADDENDUM NO. 2**

Conditions titled "Changes;" fails to fulfill or comply with any of the terms of this Contract' engages in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Contractor's obligations under this Contract; or Contractor becomes insolvent or makes a general assignment for the benefit of creditors or reasonable grounds for insecurity arise with respect to Contractor's performance.

Upon the occurrence of any of the foregoing, Owner shall notify Contractor in writing of the nature of the failure and of Owner's intention to terminate the Contract for default. If Contractor does not cure such failure within seven (7) calendar days from receipt of notification, or sooner if safety is involved, or fails to provide satisfactory evidence that such default will be corrected within a reasonable time, Owner may, by written notice to Contractor, and without notice to Contractor's sureties, if any, terminate in whole or in part Contractor's right to proceed with the Work and Owner may prosecute the Work to completion by contract or by any other method deemed expedient. Owner may take possession of and utilize any data, designs, licenses, equipment, materials, plant, tools, and property to any kind furnished by Contractor and necessary to complete the Work.

Contractor and its sureties, if any, shall be liable for all costs in excess of the Contract price for such terminated work incurred by Owner in the completion of the Work, including cost of administration of any purchase order or subcontract awarded to others for completion.

Upon termination for default, Contractor shall immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated work; inventory, maintain and turn over to Owner all data, designs, licenses, equipment, materials, plant, tools, and property furnished by Contractor or provided by Owner for performance of the terminated work; promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements as directed by Owner or its representative; cooperate with Owner or its representative in the transfer of data, designs, licenses, and information and disposition of work in progress so as to mitigate damages; comply with other reasonable requests from Owner or its representative regarding the terminated work; and continue to perform in accordance with all of the terms and conditions of this Contract such portion of the Work that is not terminated.

If, after termination pursuant to this clause, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the General Condition entitle Optional Termination.

### **GC-37 Optional Termination**

Owner may, at its option, terminate for convenience any of the Work under this Contract in whole or, from time to time, in part, at any time by written notice to Contractor. Such notice shall specify the extent to which the performance of the Work is terminated and the effective date of such termination.

Upon receipt of such notice Contractor shall immediately discontinue the Work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts for materials, services, or facilities, other than as may be required for completion of such portion of the Work that is not terminated; promptly obtain assignment or cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for the performance of the terminated work or assign those agreements as directed by Owner or its representative; assist Owner or its representative in the maintenance, protection and disposition of work in progress, plant, tools, equipment, property and materials acquired by Contractor or furnished by Owner or its representative under this Contract; and complete performance of such portion of the Work which is not terminated.

Upon any such termination, Contractor shall waive any claims for damages including loss of anticipated profits; on account thereof, but as the sole right and remedy of Contractor, Owner shall pay in accordance with (1) the Contract price corresponding to the work performed in accordance with this Contract prior to such notice of termination; (2) all reasonable costs for work thereafter performed as specified in such notice; (3) reasonable administrative costs of settling and paying claims arising out of the termination of work under purchase orders or subcontracts; (4)

## **ADDENDUM NO. 2**

reasonable increased costs incurred in demobilization and the disposition of residual material, plant, and equipment; and (5) reasonable overhead and profit on items 2 through 4.

Contractor shall submit with thirty (30) calendar days after receipt of notice of termination, a written statement setting forth its proposal for an adjustment to the Contract price to include only the incurred costs described in this clause. Owner and its representative shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be modified accordingly.

### **GC-38 Final Inspection and Acceptance**

When Contractor considers the Work, or any Owner identified independent portion of the Work under this Contract to be complete and ready for acceptance, Contractor shall notify Owner or its representative in writing. Owner and its representative, with Contractor's cooperation, will conduct such reviews, inspections and tests as may be reasonably required to satisfy the Owner and its representative that the Work, or identified portion of the Work, conforms to all requirements of the Contract. If all or any part of the Work covered by Contractor's notice does not conform to contract requirements, Owner or its representative shall notify Contractor of such nonconformance and Contractor shall take corrective action and then have the nonconforming work re-inspected until all contract requirements are satisfied.

Owner's written Certification of Final Acceptance of the Work under this Contract shall be final and conclusive except with regard to latent defects, fraud or such gross mistake as amount to fraud, or with regard to Owner's rights under the General Conditions titled "Warranty".

### **GC-39 Non-Waiver**

Failure by Owner to insist upon strict performance of any terms or conditions of this contract, or failure or delay to exercise any rights or remedies herein or by law, or failure to properly notify Contractor in the event of breach, or the acceptance of or payment for any goods or services, hereunder, or the review or failure to review designs shall not release Contractor from any of the warranties or obligations of this Contract and shall not be deemed a waiver of any right of Owner to insist upon strict performance hereof or any of its rights or remedies as to any prior or subsequent default hereunder nor shall any termination of work under this contract by Owner operate as a waiver of any of the terms hereof.

### **GC-40 Government Restricted Parties and Commodities**

Contractor acknowledges that all applicable export rules and regulations of the origin countries shall apply to the exports of commodities, software and technology (technical data and assistance) under this contract. Contractor also acknowledges that other rules and regulations may restrict the use of certain parties under this contract. Such rules and regulations are generally described below.

#### **1. Restricted Parties Lists**

Country governments and international organizations such as the United Nations and European Union publish Restricted Parties List ("Lists") that identify parties (such as known or suspected terrorists, money launderers and drug traffickers) restricted from certain or all types of transactions. Contractor shall review all applicable Lists prior to initiating transactions with any third party for the performance of all or any portion of the Work to ensure such third party is not identified on any applicable Lists. Contractor shall not enter into any transactions with any third party identified on any applicable Lists.

#### **2. Licensing Requirements**

**(a) General:** Each country has export regulations that control commodities, software and technology for various reasons, such as national security, foreign policy, anti-terrorism, and to avoid the proliferation of weapons and potential weapons, e.g. certain nuclear, chemical or biological agents. Numerous countries have export regulations that specifically address dual-use items, meaning commercial items with the potential to be applied to military and/or weapon proliferation uses. Contractor shall ensure

## **ADDENDUM NO. 2**

that all necessary export licenses are obtained, or license exceptions confirmed, prior to the export of any commodity, software, or technology.

**(b) United States of America (USA) Export Licensing Requirements:** Contractor is solely responsible for obtaining any required USA export licenses for all commodities, software, and technology being supplied in the performance of the Work, except for any commodity, software or technology supplied by Owner. A copy of the export license, or rationale as to why a license is not required, shall be provided to Owner's Representative or Owner upon request.

Contractor shall be responsible for any delay resulting from Contractor's failure to comply fully and timely with any such rule or regulation described above.

Contractor hereby agrees to indemnify, defend and hold Owner's Representative, Owner, each of their respective affiliates and the respective directors, officers, employees and representatives of each harmless from and against any and all claims, legal or regulatory actions, final judgments, reasonable attorneys' fees, civil fines and any other losses which any of them may incur as a result of Contractor's failure to comply with its obligations under this clause.

### **GC-41 Equal Employment Opportunity**

Contractor is aware of and is fully informed of Contractor's obligation under Executive Order 11246 and, where applicable, shall comply with the requirements of such Order and all orders, rules, and regulations promulgated thereunder unless exempted therefrom.

Without limitation of the foregoing, Contractor's attention is directed to 41 Code of Federal Regulations (CFR), Section 60-1.4, and the clause titled "Equal Opportunity Clause" which, by this reference, is incorporated herein.

Contractor is aware of and is fully informed of Contractor's responsibilities under Executive Order No. 11701 "List of Job Openings for Veterans" and, where applicable, shall comply with the requirements of such Order and all orders, rules and regulations promulgated thereunder unless exempted therefrom.

Without limitation of the foregoing, Contractor's attention is directed to 41 CFR section 60-250 et seq. and the clause therein titled "Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era," which by this reference, is incorporated herein.

Contractor certifies that segregated facilities, including but not limited to washrooms, work areas and locker rooms, are not and will not be maintained or provided for Contractor's employees. Where applicable, Contractor shall obtain a similar certification from any of its subcontractors, vendors, or suppliers performing the Work under this contract.

Contractor is aware of and is fully informed of Contractor's responsibilities under the Rehabilitation Act of 1973 and the Americans with Disabilities Act and, where applicable, shall comply with the provisions of each Act and the regulations promulgated thereunder unless exempted therefrom.

Without limitation of the foregoing, Contractor's attention is directed to 41 CFR Section 60-741 and the clause therein titled "Affirmative Action Obligations of Contractors and Subcontractors for Handicapped Workers," which by this reference, is incorporated herein.

### **GC-42 Disadvantaged Business Enterprises Program**

Contractor shall support Owner's policy and commitment to maximizing, where practical, business opportunities for Disadvantaged Business Enterprises (as identified in the Special Conditions item SC-21) by actively identifying, encouraging and assisting in their participation and otherwise making a good faith effort to achieve the DBA goals established for this project.

### **GC-43 Authority of Owner's Representative**

## **ADDENDUM NO. 2**

The Owner's Representative shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the Work. The Owner's Representative also shall decide all questions that may arise as to the interpretation of the specifications or plans relating to the Work. The Owner's Representative shall determine the amount and quality of the several kinds of Work performed and materials furnished which are to be paid for under the contract.

### **GC-44 Conformity with Plans and Specifications**

All Work and all materials furnished shall be in conformity with the dimensions, quality, quantity, material, and testing requirements that are specified (including specified tolerances) in the Contract Documents.

If the Owner's Representative finds the materials furnished, Work performed, match or the finished product not within conformity with the Contract Documents but that the portion of the Work affected will, in its opinion, result in a finished project having a level of safety, economy, durability, and workmanship acceptable to the Owner, it will advise the Owner of its recommendation that the affected Work be accepted and remain in place. In this event, the Owner's Representative will document its 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. The Owner's Representative determination and recommended contract price adjustments will be based on the Owner's Representative's reasonable judgment and such test or retests of the affected Work as are, in its opinion, needed. Owner may accept or reject the Owner's Representative's recommendation (including any price adjustment recommendation) in its sole discretion. Changes in the contract price shall be covered by Change Order or supplemental agreement, as applicable.

If the Owner's Representative finds the materials furnished, Work performed, or the finished product are not in conformity with the Contract Documents and which Owner has not decided to accept with a price adjustment as provided above, the affected Work or materials shall be removed and replaced or otherwise corrected by and at the expense of Contractor in accordance with the Owner's Representative's written orders.

For the purpose of this subsection, nothing herein shall be construed as waiving Contractor's responsibility to complete the Work in accordance with the Invitation to Bid or Bid Specifications.

Neither Owner's Representative nor Owner will be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

### **GC-45 Authority and Duties of Inspectors**

Inspectors employed by the Owner or Owner's Representative shall be authorized to inspect all Work done and all materials furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner or Owner's Representative are authorized to notify the Contractor or its 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 Owner's Representative for its initial decision.

### **GC-46 Source of Supply and Quality Requirements**

The materials used in the Work shall conform to the requirements of the Contract Documents. 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, Contractor shall furnish complete statements to the Owner's Representative as to the origin, composition, and manufacture of all materials to be used in the Work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

## **ADDENDUM NO. 2**

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

### **GC-47 Samples, Tests, and Cited Specifications**

Except for those tests to be performed by Contractor pursuant to the Contract Documents, all materials used in the Work may be inspected, tested, and approved or denied by the Owner's Representative at any time before incorporation in the Work, its decision. Any Work in which untested materials are used at the Contractor's risk. Any untested materials used in the Work and are found to not comply with requirements of the Contract Documents, such materials shall be removed and replaced with materials tested and approved by the Owner's Representative at the Contractor's expense. Materials found to be unacceptable will not be paid for.

Unless otherwise designated in the Contract Documents, tests in accordance with the cited standard methods of ASTM, AASHTO, Federal Specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement of the bids, will be made by the Owner's Representative or Owner at the Owner's expense. The testing organizations performing on site field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel including the Contractor's representative at its request. Unless otherwise designated, samples will be taken by a qualified representative of the Owner's Representative. All materials being used are subject to inspection, test, or rejection at any time prior to or after incorporation into the Work. Copies of all tests will be furnished to the Contractor's representative at its request.

The Contractor shall employ a testing organization to perform all Contractor required tests. The Contractor shall submit to the Owner's Representative resumes on all testing organizations and individual persons who will be performing the tests. The Owner's Representative shall have the right, following review of such credentials, to reject any organization or individual persons performing the tests at its decision and require the Contractor to find alternative organizations or individuals acceptable to the Owner's Representative. All the test data shall be reported to the Owner's Representative after the results are known. Legible, printed reports of all test data shall be given to the Owner's Representative within five (5) business days of such tests. After completion of the Work, and prior to final payment, Contractor shall submit a final report to the Owner's Representative showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

### **GC-48 Certification of Compliance**

The Owner's Representative may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

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

The form and distribution of certificates of compliance shall be as approved by the Owner's Representative.

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

Should the Contractor propose to furnish an "or equal" material or assembly, it shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly prior to and

## **ADDENDUM NO. 2**

be approved by the Owner's Representative prior to its order and delivery to the Work. Any material or assembly furnished "or equal" not prior approved shall be removed from the Work at the Contractor's cost and shall not be paid for.

### **GC-49 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 Documents 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 Owner's Representative or Owner at or on an Owner approved site,
- b. The Contractor has furnished the Owner's Representative with acceptable evidence of the quantity and quality of such stored or stockpiled materials,
- c. The Contractor has furnished the Owner's Representative with satisfactory evidence that the material and transportation costs have been paid,
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled,
- e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at 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 its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract Documents.

In no case will the amount of partial payments for materials on hand exceed the allocated portion of the contract price for such materials or the contract price for the contract item in which the material is intended to be used, less any applicable retained portions. The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

### **GC-50 Bid Security**

Guarantee will be required with each bid as a certified check on a solvent bank or a bid bond in the amount of five (5) percent of the total amount of the bid, made payable to the Panama City–Bay County Airport and Industrial District.

### **GC-51 Bonding Requirements**

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

### **GC-52 Performance and Payment Securities**

The successful Bidder shall deliver to the Owner or the Owner's Authorized Representative no later than ten (10) calendar days after contract award and prior to commencing the Work or entering the Project Site, a Performance and Payment Bond in the form supplied in the bid and project documents and executed, as surety, by a corporation acceptable to the Owner and authorized to issue such bonds in the jurisdiction of Bay County, Florida. Such Performance Bond and Payment Bond shall each be for one hundred percent (100%) of the total as set forth in Bidder's proposal. The cost of such Performance Bond and Payment Bond shall be included in the Guaranteed Maximum Price submitted in the Bidder's Proposal

**END OF GENERAL CONDITION**



# **DRAWINGS**

(under separate cover)

# **TECHNICAL SPECIFICATIONS**

(under separate cover)