

ADDENDUM NO. 4

BAGGAGE EXPANSION

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 (300) 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.
5. A revised Bid Proposal is included in this addendum.

Revised Drawings

A. GENERAL

- a. **REVISED:** G-0.0.0 COVER SHEET, sheet index revised, title revised to Permit Documents
- b. **REVISED:** G-0.0.1 NOTES, SYMBOLS, & ABBREVIATIONS, Safety Notes Added to sheet
- c. **REVISED:** G-1.0.0 LIFE SAFETY PLAN, Added baggage carousel outlines for reference

B. ARCHITECTURE

- a. **REVISED:** A-1.0.1 DEMOLITION FLOOR PLAN, included existing apron demolition, added section cut for existing wall, revised notes
- b. **REVISED:** A-1.1.1 DEMOLITION ELEVATIONS, revised/ added notes re: existing conditions, added wall demolition section
- c. **REVISED:** A-2.0.1 SITE PLAN, added note re: new apron
- d. **REVISED:** A-2.0.2 FLOOR PLAN, added baggage carousel outline for reference, added column CL dimensions, revised note re: OHD schedule, relocating existing pipes, added hatch patterns to existing spaces, added baggage carousel outlines for reference
- e. **REVISED:** A-2.0.3 ROOF PLAN, added rooftop equipment w/ section cut, added roof curb detail
- f. **REVISED:** A-3.0.1 EXTERIOR ELEVATIONS, added/ revised notes re: aluminum canopy, Siamese connection, fence location, added compass references to elevation titles
- g. **REVISED:** A-4.0.1 BUILDING SECTIONS, added rooftop equipment
- h. **REVISED:** A-4.0.2 BUILDING SECTIONS, added bollards/ notes, revised window elevations/ notations
- i. **REVISED:** A-4.1.1 BUILDING SECTIONS, revised/ added notes re: painted gypsum bd @ interior of framed walls
- j. **REVISED:** A-4.1.2 BUILDING SECTIONS, added new wall sections
- k. **REVISED:** A-4.1.3 ROOF SECTIONS, revised/ added notes re: painted gypsum bd @ interior of framed walls, revised note re: metal roof closures
- l. **ADDED:** A-5.0.1 DOOR & WINDOW ELEVATIONS,
- m. **REVISED:** A-6.0.1 REFLECTED CEILING PLAN, revised to add mechanical roof penetrations & overhead plumbing
- n. **REVISED:** A-7.0.1 ENLARGED DETAILS, revised details/ notes to indicate bollard locations, revised curtainwall details
- o. **REVISED:** A-7.0.2 ROOF DETAILS, added roof column penetration/ flashing detail

C. CIVIL

- a. **REVISED:** C-5 Existing Conditions & Demo, Revised Landscape and Demolition notes
- b. **REVISED:** C-6 Site Plan, Revised fence location, Legend hatches
- c. **REVISED:** C-7 Grading & Utility Plan, Revised Legend hatches, added slopes
- d. **REVISED:** C-9 Fence Details, Deleted double swing gate
- e. **ADDED:** C-10 Sod Plan

D. STRUCTURAL

- a. **REVISED:** S-0.0.1 Added sheets S-6.0.1 & S-6.0.2 to the sheet index Removed lightweight fill from concrete spec Added pre-engineered canopy gravity loads
- b. **REVISED:** S-0.0.2 Added 3" metal decking and Epicore metal decking to the Metal Decking spec.

- Added Glue Laminated Timber spec. Added clarification note to field welding HDG steel
- c. **REVISED:** S-0.0.3 Changed the wind tables to read roof beams instead of joists or trusses Added pre-engineered canopy wind loads
 - d. **REVISED:** S-1.0.1 Added note for column wraps around steel columns
Added cuts for new wall sections
Added note for plumbing coordination with footings
Added key plan
Changed slab-on-grade reinforcing and added capillary water barrier
Added chamfers to the concrete column schedule
Removed storefront column that abuts the CMU wall
Revised the existing footing information on grid 23
Added note 19 to the plan notes
Removed the steel column at the masonry wall along grid 27
Changed the SOG concrete to 4,000 psi
Changed the masonry reinforcing from grid C west
Removed the F20M callout along the existing buildings
Changed the rebar in the masonry wall at grid C2,27 to 8" o.c.
 - e. **REVISED:** S-2.0.1 Added note for Epicore deck
Added note for fireproofing steel framing
Added note for future roof top unit on low roof
Added key plan
Added cuts for new wall sections
Added plan note callouts for different roof deck types
Added Framing members and details to the west canopy
Added note for all canopy framing to be HDG
Added note for heavy timber design
Added steel beams above the two future entry storefront columns
Added note for overflow roof drains
Changed beam size on gridline 27 between gridlines C1 & C2
Added a new embed plate detail for storefront header beam into CMU wall
Removed the precast lintel note from the plan notes
Added details for the full height column at the storefront along grid 27
Added moment connection symbols to all steel beam to column connections
 - f. **REVISED:** S-3.0.1 Added capillary water barrier information to applicable details
Modified the reinforcing in the trench drain detail
Modified the reinforcing in detail 15/S-3.0.1
Modified the curb reinforcing in detail 11/S-3.0.1
Stopped the rebar at the top of the base plate in detail 3/S-3.0.1
 - g. **REVISED:** S-3.0.2 Added capillary water barrier information to applicable details
Added bent bar at slab edge in 1/S-3.0.2
Revised base plate information in 3/S-3.0.2
 - h. **REVISED:** S-4.0.1 Modified detail 8/S-4.0.1 to show an elevated opening Modified detail 10/S-4.0.1 to show existing wall
Added detail 11/S-4.0.1
Added capillary water barrier to 1/S-4.0.1
Added a note for contractors option to pour concrete lintel beam 3/S-4.0.1
Added detail 12/S-4.0.1

- i. **REVISED:** S-5.0.1 Modified 4/S-5.0.1 to show 3" metal roof deck
Added notes to 5&6/S-5.0.1 for future roof top equipment
Changed the bent plate size on 7/S-5.0.1
Changed the bent plate size on 9/S-5.0.1
Added gusset plate to 10/S-5.0.1 and added bars to the knock out blocks
Added stiffener plates to 11/S-5.0.1
Removed bearing plate and grout bed from 11/S-5.0.1
Added overhang dimensions to 11/S-5.0.1
Added details 13&14/S-5.0.1
Changed note on 8/S-5.0.1 to verify existing OH to remain with Arch
Added notes to 12/S-5.0.1
 - j. **REVISED:** S-5.0.2 Added Epicore deck note and HSS to 1/S-5.0.2
Noted for Gluelam beam connections to match existing
Added Bolt information to 2/S-5.0.2
Added gusset plates to 4/S-5.0.2
Modified detail 5/S-5.0.2 for a vertical slip connection
Added new moment connection to 7/S-5.0.2
Modified the framing for 8/S-5.0.2 to show cantilever beams instead of angles
Modified detail 9/S-5.0.2 to show valley along gridline B
Changed the slope of the kicker on 6/S-5.0.2 to match existing
Added detail 11/S-5.0.2
Revised detail to show kicker support bracket connecting to steel column 2/S-5.0.2
Added a note to 10/S-5.0.2 to block out concrete at steel beam moment connections
 - k. **ADDED:** S-6.0.1 Added sheet for wall sections
 - l. **ADDED:** S-6.0.2 Added sheet for wall sections
- E. MECHANICAL
- a. **REVISED** M0.0.1 Revised motor power, sones, and model number of F- Bag-6 and 7 in Fan Schedule.
 - b. **REVISED** M2.0.1 Revised location of F-Bag-6 and F-Bag-7 and added ducting. Added Sheet Note #4. Revised locations of gravity ventilators and revised routing to coordinate with lights and equipment.
 - c. **REVISED** M3.0.1 Added detail # 10, Plenum Box Detail.
- F. PLUMBING
- a. **REVISED:** P1.0.1: Added Sheet Note #1 in its entirety.
Added General Notes in its entirety.
 - b. **REVISED** P2.0.1 Revised storm water piping routing
- G. ELECTRICAL
- a. **REVISED:** E-001 Revise legend. Add lightning protection symbols and remove unused symbols.
 - b. **REVISED:** E-101 Add exterior electrical devices in new expansion footprint to be demolished/removed.
Add interior electrical devices to be removed during demolition of west wall.
 - c. **REVISED** E-201 Add receptacles for telecom power. Add ceiling receptacles for destratification fans power.
 - d. **REVISED** E-202 Remove power packs and update lighting controls to tie into existing Lutron system.

- e. **REVISED** E-203 Update mechanical power in accordance with updated mechanical plans. Add mechanical equipment schedule.
 - f. **REVISED** E-204 Relocate fire alarm horn/strobe.
 - g. **REVISED** E-205 Shift air terminals to tie into existing LPS.
 - h. **REVISED** E-301 Update lighting controls to match existing Lutron lighting controls system. Update fixture schedule
 - i. **REVISED** E-401 Remove unused electrical details.
 - j. **REVISED** E-402 Add electrolytic grounding detail.
 - k. **REVISED** E-501 Add network lighting notes.
Update panel schedule loads.
Update panel schedule breaker sizes.
Updated existing panel information.
- H. FIRE PROTECTION
- a. **REVISED:** FP1.0.1 Added Sheet Notes 3 and 4 to relocate existing FDC and Fire Department Valves. Locations were added to the drawing.
Added Sheet Note 5 to heat trace and insulated the fire sprinkler piping the FDC.
- I. TELE/COMM
No specification revision

Questions and Responses

| ITEM # | QUESTION | RESPONSE |
|--------|--|--|
| 1 | 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. |
| 2 | Yesterday at the pre-bid meeting I heard that JSM would be designing the baggage carousel. I wanted to verify they would they also be responsible for design as well as installing the system. | JSM does not build any conveying systems. The design aspect is strictly sizing it appropriately. It is the expectation that the BHS contractor would manufacture or procure the slope plate carousel. For matching existing, the important dimension for the new supplier to match is the height that the bag handlers must lift over when unloading. Other dimension will be close but may not match exact. Appearance most likely will not be an exact match. Jon Oakes JSM and Associates Office: 352.508.4760 Mobile: 407.227.6890 |
| 3 | When I was searching for the Notice to Proceed Date, I found that one place it was written as (30) days and the other place has it spelled out "Ninety Days" but (30) days is written. Can you please clarify what is correct? | Per Addendum, the Notice to Proceed will be issued within 120 days from receipt of bid proposals. |
| 4 | Who is the manufacturer of the existing material, and do you want to match existing? Who was the controls company on the existing system? | This question will be addressed by the BHS consultant via a special addendum to be issued on 5/19/22 |

| ITEM # | QUESTION | RESPONSE |
|--------|---|--|
| 5 | Please advise the manufacturer of the existing PLC <i>PLC = Programmable logic controller</i> | This question will be addressed by the BHS consultant via a special addendum to be issued on 5/19/22 |
| 6 | Please advise what upper-level HMI is being used, e.g., FactoryTalk, Wonderware, etc. <i>HMI = Human-Machine interface</i> | This question will be addressed by the BHS consultant via a special addendum to be issued on 5/19/22 |
| 7 | Also, I do not see a milestone schedule in any of the documents. Can you tell me when would be an anticipated notice to proceed and also when you want us on site to start and also and end date? | Per Addendum the Notice to Proceed will be issued within 120 days of receipt of bids. The completion schedule is 300 days from Notice to Proceed to Substantial Completion. |
| 8 | I was just following up if you had any clarification on the Notice to Proceed date. Below it states the Notice to Proceed is "ninety" days but "30" is depicted in parentheses. | Per Addendum the Notice to Proceed will be issued within 120 days of receipt of bids. The completion schedule is 300 days from Notice to Proceed to Substantial Completion. |
| 9 | On the Glulam at the exterior, the plans say to match the existing Glulam. Can you please clarify what Specie is used as well as Treatment used on the existing Glulam so that the new installed Glulam will match the existing ones? | Spec from Original project inserted into project specs. |
| 10 | I'm requesting the Phase and Voltage for the Door Operators as I am having issues finding it in the electrical drawings. | The overhead doors should be 480V 3PH. |
| 11 | Can you please provide manufactures information on the existing fire alarm system that is on site, the specs indicate to match the existing system? | The fire alarm system is a Notifier by Honeywell system. It is an addressable fire alarm control panel, Fire Warden-50 and Fire Warden-50C. The control panel is an Intelligent Control Panel Fire Warden SLC. |
| 12 | Could I please get the full information on the insurance and bonding requirements for the Panama City baggage expansion project? | Insurance and Bonding information are provided in the Bid Documents. |
| 13 | In the "General Provisions" document, the maximum length for the construction schedule is listed as 345 days, however in the "Baggage Expansion Project Manual" it describes the length of the projects being "6 months from notice to proceed". Will a schedule be released with dates defining start/end dates as well as submittals and phasing dates prior to bid date? | Per Addendum the Notice to Proceed will be issued within 120 days of receipt of bids. The completion schedule is 300 days from Notice to Proceed to Substantial Completion. |

| ITEM # | QUESTION | RESPONSE |
|--------|--|---|
| 14 | <p>Confirm if the following from 2.7.6 in the specifications is correct:</p> <p>PLCs</p> <p>a) All of the outbound conveyor subsystems shall be controlled by programmable logic controllers (PLCs) with Hot Back-up for redundancy purposes and shall be located in the MCPs.</p> <p>b) The BHS conveyor control system shall be based on multiple Programmable Logic Controllers (PLCs) interconnected to each other by the BHS low-level data communication network. The PLCs and respective IO chassis will be divided as follows: Existing outbound system only has one redundant pair of PLCs.</p> <ol style="list-style-type: none"> 1. PLC1: MCP1, MPC7 2. PLC2: MCP2, MCP3, MCP4 3. PLC3: MCP5, MCP6 4. PLC5: MCP8 5. PLC6: MCP9 <p>h) Provide PLC system with Ethernet capability for connection to external devices. Existing outbound MCPs are connected via ControlNet</p> | <p>This question will be addressed by the BHS consultant via a special addendum to be issued on 5/19/22</p> |
| 15 | <p>The specifications show three design review meetings in section 3.7.2-Controls Meetings. Are these required? If so, in-person?</p> | <p>This question will be addressed by the BHS consultant via a special addendum to be issued on 5/19/22</p> |
| 16 | <p>In section 1.12.10-Factory Acceptance Documentation, it indicates to submit a FAT plan. Is a FAT required for this project?</p> | <p>This question will be addressed by the BHS consultant via a special addendum to be issued on 5/19/22</p> |
| 17 | <p>Can you please provide a Window Schedule and a Door Schedule. Both are missing from the plans and sub-contractors are asking for the dimensions.</p> | <p>Door specification provided in 100% drawings</p> |
| 18 | <p>Are any updates to existing reports required? Specifically do reports need to be updated to PGDS v7?</p> | <p>This question will be addressed by the BHS consultant via a special addendum to be issued on 5/19/22</p> |
| 19 | <p>Please provide a copy of the sign in sheet from the Pre-Bid meeting</p> | <p>A copy of the Pre-Bid sign-in sheet is included in Addendum #4</p> |
| 20 | <p>Please Add – JBT Aerotech to approved list of BHSC vendors- JBT is Florida licensed and qualified for this SOW.</p> | <p>This question will be addressed by the BHS consultant via a special addendum to be issued on 5/19/22</p> |
| 21 | <p>The Baggage Handling System – BHS is not on the Bid Form- (Bid Documents -Section 2) for pricing</p> | <p>Bid Form has been modified by Addendum to add a separate Bid Item for Bag Make-up equipment and Installation.</p> |
| 22 | <p>As most Bid documents are related to “Civil” facility -ground work- Asphalt/Concrete- etc. Scope of Work</p> <p>a. Allow BHSC- Baggage Handling Contractor to bid the BHS work separate as described in Section 34 as GC for this SOW- separate from</p> | <p>Bid Form has been modified by Addendum to add a separate Bid Item for Bag Make-up equipment and Installation.</p> <p>BHSC – must be licensed in Florida and provide Bid Bond</p> |

| ITEM # | QUESTION | RESPONSE |
|--------|---|---|
| | the "Civil" GC Facility - SOW? i. BHSC – must be licensed in Florida and provide Bid Bond | |
| 23 | Please allow extension to 5/25 for BHS Contractors and subcontractors to address RFI responses, Bid Form and Bidding procedure updates a. (As bid must be hand delivered to Panama City) | Bid date has been changed to 5/24 per Addendum 3 |
| 24 | As the BHS SOW is not identified in Bid docs- | |
| | a. Please confirm the completion schedule-General Provisions – Sec 80-08- 345 days and liquidated damages as noted | Per Addendum the Notice to Proceed will be issued within 120 days of receipt of bids. The completion schedule is 300 days from Notice to Proceed to Substantial Completion. |
| 25 | The SOW is sortation of baggage from the Clear line- post CBRA- Please confirm no TSA testing is required | This question will be addressed by the BHS consultant via a special addendum to be issued on 5/19/22 |
| 26 | Please confirm provided for this BHS SOW shall only provide back-up of the Provided PLC in the new MCP a. APC UPS 650VA acceptable- (Dell or other OEM) b. SOW does not define, load requirements for any | This question will be addressed by the BHS consultant via a special addendum to be issued on 5/19/22 |
| 27 | Please confirm the existing control network for the BHS components- ENET, DNET?? | This question will be addressed by the BHS consultant via a special addendum to be issued on 5/19/22 |
| 28 | Please confirm Hot back-up not required for controls PLC in MCP provided for this SOW | This question will be addressed by the BHS consultant via a special addendum to be issued on 5/19/22 |
| 29 | Please confirm existing PLC architecture | This question will be addressed by the BHS consultant via a special addendum to be issued on 5/19/22 |

Attachments Included:

- Baggage Expansion Pre-bid Sign-in Sheet
- General Conditions – *Revised*
- Bid Proposal – *Revised*
- NWFBI Outbound Baggage Expansion Permit Documents
- 100% Permit Document Specs Baggage

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. 4

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. 4

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. 4

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. 4

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.

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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

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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.

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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

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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

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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

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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)

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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

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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

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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. 4

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. 4

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

**NORTHWEST FLORIDA BEACHES INTL. AIRPORT
PANAMA CITY–BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT**

Baggage Expansion Project

In response to the Bid and Project Documents dated **15 day of April, 2022**, and in accordance with the “Notice and Instructions to Bidders”, the undersigned hereby proposes to furnish all plant, labor, technical and professional services, supervision, materials and equipment, and to perform all operations necessary and required to complete the **Baggage Expansion Project** at Northwest Florida Beaches International Airport located in Bay County, Florida, in accordance with provisions of the Request for Bid and Project Documents and any addenda thereto, and at the prices stated opposite the respective items set forth in the Schedule of Prices attached hereto.

The undersigned agrees that this Bid Proposal constitutes a firm offer to Owner which cannot be withdrawn for **120** calendar days from and after the due date or until a contract for the Work is executed by the undersigned and Owner, whichever is earlier. The undersigned’s execution of the Bid Affidavit (copy attached), the Non-Collusion Affidavit (copy attached), the Sworn Statement under Section 287.133 (3)(A), Florida Statutes, Public Entity Crimes Statement (copy attached), must be witnessed and notarized by a Notary and returned with this Bid Proposal in order that the Bid Proposal be considered. Further, the Drug Free Workplace Certification (copy attached), Certification of Non-Segregated Facilities (copy attached), and Buy America Certification (copy attached) must also be completed and returned as part of the Bid Proposal.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Bid and Project Documents and any addenda thereto; that it has carefully checked all the words and figures shown in its Schedule of Prices, if any required; that it has carefully reviewed the accuracy of all statements in this Bid Proposal and attachments hereto; and that it has by careful examination of the Bid and Project Documents and any addenda thereto and by examination of the actual site conditions, satisfied itself as to the nature and location of all work, the general and local conditions to be encountered in the performance of any work, the requirements of the Contract and all other matters which can in any way affect the Work or the cost thereof. The undersigned hereby agrees Owner shall not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid Proposal.

If awarded a Contract, the undersigned agrees to execute the Contract and deliver it to Owner within ten (10) calendar days after contract award with the Certificates of Insurance and Payment Securities as required.

The undersigned hereby acknowledges that any contract resulting from this Bid Proposal will represent the entire agreement and that any exceptions taken in this Bid Proposal, may be a basis for Owner rejecting such Bid Proposal.

The undersigned also acknowledges receipt, understanding and full consideration of the following addenda to the Bid and Project Documents. (Contractor shall enter Addenda number and initial next to addenda received.)

Addendum No. _____ Signature _____

Addendum No. _____ Signature _____

Addendum No. _____ Signature _____

Addendum No. _____ Signature _____

Addendum No. _____ Signature _____

Bidder: _____

Signed by: _____

Typed Name: _____

Title: _____

Bidder's Address: _____

State/Country of Incorporation (if applicable): _____

Bidder's Contractor License No. _____

License Expiration Date: _____

Bid Proposal Date: _____

If Bidder is a corporation, enter State/Country of Incorporation in addition to Business Address. Evidence of the authority of the person signing on behalf of the bidding entity shall be attached to the Bid Proposal. If a joint venture, consortia, or partnership attach evidence of the signatory's authority signed by and listing the full names of all partners or joint venture(s) that shall be jointly and severally liable.

BID AFFIDAVIT

The following affidavit must be executed in order that your Bid Proposal may be considered.

State of _____, County of _____
of lawful age, being first duly sworn, upon his oath deposes and says: That he executed the accompanying Bid Proposal on behalf of the Contractor therein named, and that he had lawful authority so to do, and said Contractor has not directly or indirectly, entered into any agreement, expressed or implied, with any Contractor or Contractors, having to its object the controlling of the price or amount of such quotation or any quotations, the limiting of the Bid Proposal or Contractors, the parceling or farming out to any Contractor or Contractors, to other persons of any part of the contract or any of the subject matter or the Bid Proposals, or of the profits thereof, and that he has not and will not divulge the sealed Bid Proposal to any person whomsoever, except those having a partnership or other financial interest with him in said Bid Proposal or Proposals, until after the sealed Bid Proposal or Proposals are opened.

Signature: _____

Date: _____

State of _____ County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

_____ day of _____, 20__.

Subscribed and sworn to before me this ____ day of _____, 20__.

My Commission Expires: _____

Notary Public

BID FORM

CONTRACTOR: _____ **DATE:** _____

AIRPORT NAME: Northwest Florida Beaches International Airport
PROJECT DESCRIPTION: Baggage Expansion Project

BID SCHEDULE – UNIT PRICES

Base Bid – Civil Pay Items

| Bid Item No. | Pay Item No. | Item Description & Unit Price In Words | Unit | Estimated Quantity | Unit Price | Total Amt./Item |
|--------------|--------------|--|------|--------------------|------------|-----------------|
| 1 | 101-1 | <u>Mobilization</u> _____ dollars and _____ cents | LS | 1 | | |
| 2 | 102-1 | <u>Maintenance of Traffic</u> _____ dollars and _____ cents | LS | 1 | | |
| 3 | 104-1 | <u>Prevention, Control, and Abatement of Erosion and Water Pollution</u> _____ dollars and _____ cents | LS | 1 | | |
| 4 | 110-1 | <u>Clearing and Grubbing</u> _____ dollars and _____ cents | LS | 1 | | |
| 5 | 110-2 | <u>Miscellaneous Demolition</u> _____ dollars and _____ cents | LS | 1 | | |

| Bid Item No. | Pay Item No. | Item Description & Unit Price In Words | Unit | Estimated Quantity | Unit Price | Total Amt./ Item |
|--------------|--------------|---|------|--------------------|------------|------------------|
| 6 | 110-3 | <u>1" Asphalt Milling</u> _____ dollars and _____ cents | SY | 260 | | |
| 7 | 120-1 | <u>Unclassified Excavation and Embankment</u> _____ dollars and _____ cents | CY | 925 | | |
| 8 | 160-1 | <u>12" Stabilized Subbase</u> _____ dollars and _____ cents | SY | 210 | | |
| 9 | 285-1 | <u>8" Limerock Base Course</u> _____ dollars and _____ cents | SY | 200 | | |
| 10 | 334-1 | <u>2.5" Superpave Asphaltic Concrete</u> _____ dollars and _____ cents | TON | 35 | | |
| 11 | 334-2 | <u>1" Superpave Asphaltic Concrete</u> _____ dollars and _____ cents | TON | 30 | | |
| 12 | 425-1 | <u>FDOT Type 'P' Alt. B Bottom w/ Solid Grate</u> _____ dollars and _____ cents | EA | 1 | | |

| Bid Item No. | Pay Item No. | Item Description & Unit Price In Words | Unit | Estimated Quantity | Unit Price | Total Amt./ Item |
|--------------|--------------|---|------|--------------------|------------|------------------|
| 13 | 425-2 | <u>FDOT Type 'C' DBI</u> _____ dollars and _____ cents | EA | 2 | | |
| 14 | 425-3 | <u>FDOT Type 'F' DBI</u> _____ dollars and _____ cents | EA | 1 | | |
| 15 | 430-1 | <u>6" ADS, N-12 Pipe</u> _____ dollars and _____ cents | LF | 50 | | |
| 16 | 430-2 | <u>18" ADS, N-12 Pipe</u> _____ dollars and _____ cents | LF | 165 | | |
| 17 | 520-1 | <u>F-Curb</u> _____ dollars and _____ cents | LF | 150 | | |
| 18 | 520-2 | <u>E-Curb</u> _____ dollars and _____ cents | LF | 75 | | |
| 19 | 522-1 | <u>Concrete Sidewalk (6")</u> _____ dollars and _____ cents | SY | 540 | | |
| 20 | 550-1 | <u>Fence Improvements</u> _____ dollars and _____ cents | LF | 90 | | |

| Bid Item No. | Pay Item No. | Item Description & Unit Price In Words | Unit | Estimated Quantity | Unit Price | Total Amt./ Item |
|--------------|--------------|--|------|--------------------|------------|------------------|
| 21 | 570-1 | <u>Sodding</u> _____ dollars and _____ cents | SY | 500 | | |
| 22 | 710-1 | <u>Pavement Markings</u> _____ dollars and _____ cents | LS | 1 | | |

FOR ALL WORK REQUIRED IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS, SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS, INCLUDING ALL COSTS RELATED TO THE WORK, AND ANY REQUIRED PERMITS, TAXES, BONDS AND INSURANCE, THE UNDERSIGNED SUBMITS A TOTAL BASE BID AMOUNT OF:

TOTAL BASE BID - CIVIL (amount in words):

_____ Dollars and
 _____ cents

(\$ _____)
amount in numbers

Note: Total Base Bid - Civil amount shall equal the sum of the totals for Bid Items No. 1 through 22.

Work To Be Performed: The Work to be performed by Contractor comprises the furnishing of all professional and technical services, labor, equipment, materials, and all other functions and operations including, but not limited to, temporary construction facilities, equipment, materials and supplies and related services, and surveying as necessary and required to accomplish the **Baggage Expansion Project** work all strictly in accordance with all requirements of the Bid and Project Documents.

BID SUMMARY:

A. Base Bid – Building Expansion

_____ (\$ _____)

B. Bag Make-up Equipment and Installation: (includes 1-year Equipment Warranty Period)

_____ (\$ _____)

C. Base Bid – Civil Pay Items:

_____ (\$ _____)

D. Additive Alternate Bid No. 1: Increase Equipment Warranty Period to 3 years

_____ (\$ _____)

E. Total Bid Amount:

_____ (\$ _____)

Number of days to complete the Work: _____

** The Total Bid Amount (D) shall equal the sum of (A) through (C). **The Basis of Award shall be on the base bid plus the alternate, at the Owner's sole discretion.** Any award may or may not include the Bid Alternate as finally determined by the Owner and the funding agencies based on the availability of funding.*

The Bidder represents that it has examined the site of the Work and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the plans and specifications for the work and other Contract Documents relative thereto and has read all of the Addenda furnished prior to the opening of the Bids, as acknowledged below; and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the Work to be performed.

Unit Prices, if any:

Unit prices for changes shall be full and complete compensation for the work or changes to the work. Prices will be inclusive of all costs including, but not limited to, labor, materials, services, overhead, and profit.

Unit Pricing: (written pricing for areas noted per unit) Adjustments:

All prices are fixed for the duration of the Contract and are not subject to escalation for any cause. Payment of the Total Contract Price shall constitute full payment for performance of the Work and covers all costs of whatever nature incurred by Contractor in accomplishing the Work in accordance with the provisions of the Contract.

Contractor shall maintain all work in progress until it is accepted. Contractor shall repair, rework, or replace as necessary any work damaged or lost due to normal wear and tear, anticipated events, or conditions within its control. No separate payment shall be made for such maintenance costs which are deemed included in the original contract price. Any failure to maintain the Work shall be considered a defect in accordance with the General Conditions.

If provided with a Notice of Intent to Award the Contract by the Owner, the Bidder shall execute and deliver to the Owner all of the documents required by the Contract Documents, including but not limited to, the Addendum to the Agreement and the Performance and Payment Bonds in the form contained in the Contract Documents, furnish the required evidence of the specified insurance coverages, furnish all necessary permits, license, materials, equipment, machinery, maintenance, tools, apparatus, means of transportation and labor necessary to complete the Work.

Required Submittals: The following submittals are a prerequisite to the initial payment:

1. Contract Schedule,
2. Payment Securities,
3. Insurance Certificates,
4. Schedule of Values,
5. Maintenance Plan.

Bidders' Representations: The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bid and Project Documents; to complete all Work as specified or indicated in the Project Documents for the Contract Price and within the Contract Time indicated in the Agreement and in accordance with the Project Documents.

SIGNATURE/EXECUTION

Dated and signed at _____, this ____ day of _____, 20__.

(Name of Bidder)

(Authorized Signature)

(Title)

(Mailing Address)

(City, State, Zip)

(Federal ID No. or SS No.)

State of _____ County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

_____ day of _____, 20__.

Subscribed and sworn to before me this ____ day of _____, 20__.

My Commission Expires: _____

Notary Public

ATTACH BID FORMS

DRAWINGS

(under separate cover)

TECHNICAL SPECIFICATIONS

(under separate cover)