

**NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT  
PANAMA CITY – BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT  
CONSTRUCTION CONTRACT**

**Contractor:** Wildlands Service Inc.  
**Address:** 1862 Jefferson Road  
Tallahassee, FL 32317  
**Contact:** Doug Williams, Manager  
**Telephone:** (850) 591-1993  
**Facsimile:** (850) 656-1313

**Contact Title:** Mitigation Implementation Project — 2021 – 2023  
**Work Location:** Northwest Florida Beaches International Airport  
**Owner:** Panama City – Bay County Airport and Industrial District  
**Address:** 6300 West Bay Parkway  
Panama City Beach, FL 32409  
**Telephone:** (850) 763-6751

This construction contract (hereinafter the “Contract”) is effective as of the **30th** day of **June 2021** between Owner and the above named Contractor who hereby agree that all Work specified below shall be performed by the Contractor in accordance with all provisions of this Contract, consisting of the following Project Documents:

1. Contract Form of Agreement, along with all addenda issued prior to execution of this Contract and modifications issued after execution of this Contract, including but not limited to duly issued Change Notices/Orders (as such term is defined in the General Conditions) and Amendments.
2. Exhibit “A” – Bid Proposal Form dated May 18, 2021, General Conditions, Special Conditions
3. Exhibit “B” – Scope of Work: ECP Mitigation Implementation Project Manual
4. Exhibit “C” – Instructions to Bidders dated April 28, 2021

Contractor shall commence the Work within ten (10) calendar days after the Notice to Proceed is issued by the Owner, which shall be issued on October 1, 2021.

The Owner’s issuance of the Notice to Proceed is expressly conditioned upon the satisfaction of the following condition precedents:

1. The Performance Bond has been delivered and is acceptable to the Owner,
2. The Payment Bond has been delivered and is acceptable to the Owner,
3. The Insurance Certificate has been delivered and is acceptable to the Owner,
4. A Project Schedule for the Work has been delivered and is acceptable to the Owner, and
5. A Schedule of Values for the Work has been delivered and is acceptable to the Owner.

Owner shall determine, in its sole discretion, whether these condition precedents have been satisfied, shall be final and binding on the Contractor. Should Owner determine that all such condition precedents have not been satisfied (or otherwise waived in writing by Owner, in its sole discretion), then Owner may send Contractor written notice that Owner has elected to terminate this Contract, in which event this Contract shall automatically be terminated and neither party shall have any further liability or obligation hereunder whatsoever to the other party. In the event of any such termination prior to issuance of the Notice to Proceed, Contractor acknowledges and agrees that it shall not be entitled to and Owner shall not be liable for any payments to Contractor arising out of or relating to this Contract.

**Work to Be Performed:** Except as specified elsewhere in the contract, Contractor shall furnish all plant; labor; materials; tools; supplies; equipment; transportation; supervision; safety; technical; professional; and other services; and shall perform all operations necessary and required to satisfactorily accomplish the Work all strictly in accordance with all requirements of the Bid and Project Documents.

**Security:** N/A

**Schedule:** The base Work shall be performed and completed in three (3) one (1) year increments after the Notice to Proceed, which should occur on or around October 1, 2021. Two optional one (1) year increments of additional prescribed burning may be added at the sole discretion of the Owner. Additionally, one or more Alternate Bid Items may be added to the contract at any time at the sole discretion of the owner.

**Compensation:** As full consideration for the satisfactory performance by Contractor of this Contract, Owner shall pay to Contractor compensation in accordance with the prices set forth in the "Bid Proposal" included in Exhibit 'A' and the payment provisions of the Project Documents.

**Payment Procedures**

The successful Bidder shall be required as a pre-requisite of the Notice to Proceed to provide the Owner a "Schedule of Values", a statement allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing "Contractor's Application for Payment". Only a Contractor's Application for Payment that corresponds directly with the "Schedule of Values" approved by the Owner or its representative will be acceptable for payment consideration.

The Contractor shall submit one (1) signed and notarized original of each Application of Payment (AIA Document G702 and G703) on a monthly basis for Work completed and/or stored to date along with waivers of lien, schedule updates and other pertinent information. The Owner's Representative will review the Application for Payment, evaluate the status of the Work and recommend the amount to be authorized for payment.

The amount authorized for payment will be made to the Contractor by the Owner within forty-five (45) days of the date of the Application of Payment.

**Insurance:** The Contractor shall procure and maintain the following described insurance, except for coverage(s) specifically waived by Owner, on policies and with insurers acceptable to Owner. These insurance requirements shall not limit the liability of Contractor.

The insurance coverage(s) and limits required of Contractor under this Contract are designed to meet the minimum requirements of Owner and the Owner does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities. Contractor alone shall be responsible to the sufficiency of its own insurance program.

The Contractor and the Contractor's subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The Contractor and the Contractor's subcontractors and sub-subcontractors shall expressly waive any claim against the Owner arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the Owner or anyone for whom the Owner is responsible. The Contractor is obligated to include, or cause to be included, provisions similar to this paragraph in all of the Contractor's subcontracts and its subcontractor's contracts with their sub-subcontractors.

The Contractor's deductibles/self insurance retention's must be disclosed to Owner and are subject to Owner's approval. The Contractor is responsible of the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of Contractor and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by Owner.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of Owner shall be considered excess, as may be applicable to claims or losses which arise out of or relate to the Work or this Project.

- A. Workers' Compensation and Employers' Liability Insurance Coverage: The Contractor shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida. Limits of coverage shall not be less than:

\$500,000	Limit Each Accident
\$500,000	Limit Disease Aggregate
\$250,000	Limit Disease Each Employee

- B. Commercial General Liability Coverage: Contractor shall purchase and maintain commercial general liability insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Contract, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverage(s) and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

\$1,000,000

Combined Single Limit Each Occurrence

\$2,000,000

Aggregate Limit

Contractor shall add Owner as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.20.22.85 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by Contractor pursuant to the requirements of the Project Documents.

- C. Business Automobile Liability Coverage: The Contractor shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of Contractor's owned, non-owned, leased, rented or hired vehicles with limits not less than:

\$1,000,000

Combined Single Limit Each Accident

This Contract embodies the entire agreement between Owner and Contractor and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding not set forth herein.

**OWNER**

**Panama City – Bay County Airport  
and Industrial District**

**CONTRACTOR**

**Wildlands Service Inc.**

**By:**

**By:**

**Authorized  
Signature:** 

**Authorized  
Signature:** 

**Print Name:** Preker W. McEllan

**Print Name:** Doug Williams



**BID DOCUMENTS**  
**FOR**  
**MITIGATION IMPLEMENTATION**  
**PROJECT**

**NORTHWEST FLORIDA BEACHES  
INTERNATIONAL AIRPORT (ECP)**



**Prepared by:**



**ZHA Incorporated**  
601 N. Magnolia Ave  
Suite 100  
Orlando, Florida 32801  
Phone: 407.422.7487

**Date of Issue:** April 28, 2021

**Bid Submittal Deadline:** May 18, 2021 @ 2:00 p.m. CT  
*Board Room for the Northwest Florida Beaches International Airport*  
6300 West Bay Parkway, 2nd Floor  
Panama City, Florida 32409

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INVITATION TO BID  
MITIGATION IMPLEMENTATION PROJECT – PHASE 3

at

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

April 28, 2021

**Bid Submittal**

***Sealed bids***, subject to the conditions herein, will be ***received until 2:00 pm, Central Time, on Tuesday, May 18, 2021 at the Board Room for the Northwest Florida Beaches International Airport***, 6300 West Bay Parkway, 2<sup>nd</sup> Floor, Airport Terminal, Panama City, Florida 32409, (850) 763-6751, at which time bids will be publicly opened and read, for furnishing all labor and materials and performing all work connected with the Mitigation Implementation project.

**General Scope of Work**

The WORK includes providing all labor, materials, machinery, tools, equipment, and other means of implementation necessary and incidental to the completion of the WORK at the Northwest Florida Beaches International Airport (NWFBI) Mitigation Area (MITIGATION AREA). Implementation of mitigation WORK and all associated WORK under the CONTRACT shall be performed in accordance with the MITIGATION PLAN dated October 2006, provisions contained within the CONTRACT, and all items found within the CONTRACT Figures, Tables, and Technical Drawings.

The WORK under the CONTRACT shall include, but not be limited to, performing all WORK described in the Project Manual Sections 2.0 – Prescribed Burning and 3.0 – Optional Work.

Bidders are eligible to submit bids on all the work described in accordance with the Project Manual - Quantities, Pricing, and Data section.

Bidders shall be individuals or firms that can provide prescribed fire management, hydrological restoration of roads, ditches, streams and shorelines services as specified by the District. Contractor shall provide all labor, incidental materials, equipment, tools, transportation and supplies required to complete the work. Services include, but are not limited to, prescribed fire planning and implementation, fire-line establishment, hydrological restoration of roads, ditches, streams and shorelines, post burn mop-up and monitoring, and, if needed, wildfire suppression. Firms must be able to provide their own equipment and not be dependent on FFS standby. Prescribed Burner Certification by the State of Florida Forest Service and compliance with Certified Burner Statutes is required.

Contractor must be available to respond to any issues that may arise after the Contractor's prescribed burn is complete. These issues could include: smoke management, mop-ups, post- burn monitoring needs or escapes. This response must occur within the same day of contact by FFS or Airport representatives, and must include the appropriate personnel, equipment or contingency measures.

**Bidding and Project Documents**

Official copies of the Bidding and Project Documents and Bid Package are available for download from the Airport's website and may be inspected at:

**Administration Offices**

**Northwest Florida Beaches International Airport  
2nd Floor Airport Terminal  
6300 West Bay Parkway,  
Panama City, Florida 32409  
Tel: (850) 763-6751**

Neither the Owner nor its Representative shall assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid and Project Documents.

**No pre-proposal meeting will be held.**

**Pre-Bid Site Visit**

It is the responsibility of each Bidder before submitting a Bid Proposal to examine thoroughly the Project Documents to visit the construction site and become familiar with the existing conditions.

The project sites are located at the NWFBI Mitigation Area in southern Bay County, Florida, which is accessible from CR-388. The site is divided into three main parcels. Parcel 1 consists of approximately 1,706 acres located directly south of NWFBI site on CR-388 and situated between Burnt Mill Creek and Crooked Creek. Parcel 2 is comprised of approximately 6,215 acres located just south of CR 388 and east of Burnt Mill Creek. Parcel 3 consists of approximately 1,688 acres located south of the Gulf Power plant discharge canal. The project sites are located within secure fencing outside the airport and can be accessed Tuesday, May 4, 2021 between 10:00 am and Noon CT from the public road system. It is requested that you notify Martin Gawronski at ERC, 850-230-1882, prior to any site inspections. A 4-wheel vehicle is strongly recommended, and all site inspections are at the bidder's own risk and damages caused by any site visit will be the responsibility of the prospective bidder.

**Proposed Schedule**

April 28, 2021	Release of Invitation To Bid.
May 4, 2021	Date available for site visit – between 10:00 am - Noon.
May 10, 2021	Deadline to submit questions up to 5:00 pm.
May 12, 2021	Final Addendum issued.
May 18, 2021	Bids due prior to 2:00 pm. Opening will occur at this time.*
June 30, 2021	Request for Board authorization of contract.*
October 1, 2021	Anticipated start date.

\*Denotes a public meeting. All meetings will be held at Airport Board Room, Panama City, Florida, and all times denote Local Time.

**Questions**

Questions may be submitted in written form to the Owner's Representative at the following address during the bid period between 8:00 am and 5:00 pm CT via email or fax or mail up and until **5:00 pm CT, Monday, May 10, 2021**, after which time no questions or clarifications will be received.

Frederick J. Mellin, Jr.  
Mitigation Implementation Project Representative  
Northwest Florida Beaches International Airport

6300 West Bay Parkway, Box A  
Panama City, Florida 32409  
Via facsimile: [\(850\) 785-5674](tel:8507855674) or via email: [Rick.Mellin@zhaintl.com](mailto:Rick.Mellin@zhaintl.com)

It is preferred that all communications with the airport's contact be in written form. However, if verbal communications are utilized, written confirmation of any verbal response shall dictate. All contact shall be documented and any response given shared with all potential bidders by addendum.

#### **Addendum**

Should revisions to the bidding and project documents become necessary, addenda information will be provided to those interested bidders who have requested an official copy of the Contract Documents and Bid Package. The last date for issuance of a final addendum will be on or before **Wednesday, May 12, 2021 by 5:00 pm CT**.

#### **Bid Proposal Documents**

The bid proposal must be made on the forms provided with the contract documents and submitted in the number of copies indicated in the bid forms. All blank spaces shall be filled in and no interlineations, alterations, or erasures of the text shall be made. Bidders must supply all required information prior to the time of bid openings.

Partial or incomplete bid proposals will not be considered. Each bid proposal shall show the full legal name and business address of the Bidder, including its street address if it differs from its mailing address and shall be signed with the usual signature of the person or persons authorized to bind the Bidder and shall be dated.

The preparation of a bid proposal shall be by and at the expense of the Bidder.

Bid proposals shall be publicly opened and read. If a Bidder's proposal contains a discrepancy between bid prices written in words and bid prices written in numbers, the price written in words shall govern.

#### **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.

#### **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.

#### **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.

#### **Insurance Certificates**

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, certificates of insurance, in the form supplied in the bid and project documents and executed, attesting to the fact that the policies of insurance required by the Bid and Project Documents have been obtained.

### **Sales and Use Taxes**

Work under this contract is subject to the provisions of Chapter 212, Florida Statutes, Tax on State, Use and Other Transactions. Other state, local or federal taxes may be applicable. The Bidder is responsible to remit to the appropriate governmental entity all applicable taxes. Any applicable tax shall be included in the total bid price by Bidder. Owner is a public body and eligible for certain sales tax exemptions and intends to implement a Sales Tax Savings Program and the successful Bidder shall be obligated to comply with such a program.

The successful Bidder shall coordinate with the Owner relative to the direct purchase of major material items by the Owner when applicable.

### **Award of Contract**

After consideration of price and other factors, the contract will be awarded to the Bidder whose bid proposal is determined to be the lowest responsive and responsible Bidder as determined by the Owner.

Owner reserves the right, as the interest of the Owner may require, to reject any or all bid proposals and to waive any informality in Bid Proposals received.

If the Owner intends to accept the successful Bidder's Proposal and enter into the Contract with them, Bidder acknowledges and agrees that unless and until the Owner executes the contract and returns the executed copy to the Bidder, no contract or agreement between the Owner and the Bidder shall exist. If the Owner fails to execute the contract within thirty (30) calendar days of the bid opening, the contract will be deemed withdrawn and Bidder shall be released from its Bid Proposal. The Owner shall issue a Notice to Proceed (NTP), in accordance with Florida law, within thirty (30) calendar days of the Owner's execution of the contract.

### **Bidder's Return of Documents**

All bid and project documents which are the property of the Owner shall be returned by the unsuccessful Bidders to the address shown in the bid proposal invitation to which the bid proposals were submitted or destroyed.

## **ATTACHMENTS**

**Attachment 1 – Construction Contract Form**

**Attachment 2 – Contractor Bid Proposal Form "Quantities, Pricing, and Data"**

**Attachment 3 – Special Conditions to the Contract**

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- Generic Technical Drawing – Low Water Crossing
- Low Water Crossing – Typical Section
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- U.S. Army Corps of Engineers (USACE) Section 404 Permit # SAJ-2001-5264 (IP-GAH)
- Panama City – Bay County International Airport Relocation Final Mitigation Plan

**NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT  
PANAMA CITY – BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT  
CONSTRUCTION CONTRACT**

**Contractor:** (TBD)  
**Address:** (TBD)  
**Contact:** (TBD)  
**Telephone:** (TBD)  
**Facsimile:** (TBD)

**Contact Title:** Mitigation Implementation Project – Phase 3  
**Work Location:** Northwest Florida Beaches International Airport  
**Owner:** Panama City – Bay County Airport and Industrial District  
**Address:** 6300 West Bay Parkway  
Panama City Beach, FL 32409  
**Telephone:** (850) 763-6751

This construction contract (hereinafter the “Contract”) is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021 between Owner and the above named Contractor who hereby agree that all Work specified below shall be performed by the Contractor in accordance with all provisions of this Contract, consisting of the following Project Documents:

1. Contract Form of Agreement, along with all addenda issued prior to execution of this Contract and modifications issued after execution of this Contract, including but not limited to duly issued Change Notices/Orders (as such term is defined in the General Conditions) and Amendments.
2. Exhibit “A” – Bid Proposal Form dated \_\_\_\_\_, General Conditions, Special Conditions
3. Exhibit “B” – Scope of Work: ECP Mitigation Implementation Project Manual
4. Exhibit “C” – Instructions to Bidders dated April 28, 2021

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 ninety (30) 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.

The Owner’s issuance of the Notice to Proceed is expressly conditioned upon the satisfaction of the following condition precedents:

1. The Performance Bond has been delivered and is acceptable to the Owner,
2. The Payment Bond has been delivered and is acceptable to the Owner,
3. The Insurance Certificate has been delivered and is acceptable to the Owner,
4. A Project Schedule for the Work has been delivered and is acceptable to the Owner, and



5. A Schedule of Values for the Work has been delivered and is acceptable to the Owner.

Owner shall determine, in its sole discretion, whether these condition precedents have been satisfied, shall be final and binding on the Contractor. Should Owner determine that all such condition precedents have not been satisfied (or otherwise waived in writing by Owner, in its sole discretion), then Owner may send Contractor written notice that Owner has elected to terminate this Contract, in which event this Contract shall automatically be terminated and neither party shall have any further liability or obligation hereunder whatsoever to the other party. In the event of any such termination prior to issuance of the Notice to Proceed, Contractor acknowledges and agrees that it shall not be entitled to and Owner shall not be liable for any payments to Contractor arising out of or relating to this Contract.

**Work to Be Performed:** Except as specified elsewhere in the contract, Contractor shall furnish all plant; labor; materials; tools; supplies; equipment; transportation; supervision; safety; technical; professional; and other services; and shall perform all operations necessary and required to satisfactorily accomplish the Work all strictly in accordance with all requirements of the Bid and Project Documents.

**Security:** If awarded a Contract, undersigned may be required to obtain security clearance and SIDA badges for all workers on site.

**Schedule:** The Work shall be performed and completed within one (1) year of the date of the Notice to Proceed, which should occur on or around October 1, 2021, and in accordance with the Project Schedule accepted by the Owner as a precedent to the issuance of the Notice to Proceed.

**Compensation:** As full consideration for the satisfactory performance by Contractor of this Contract, Owner shall pay to Contractor compensation in accordance with the prices set forth in the "Bid Proposal" included in Exhibit 'A' and the payment provisions of the Project Documents.

#### **Payment Procedures**

The successful Bidder shall be required as a pre-requisite of the Notice to Proceed to provide the Owner a "Schedule of Values", a statement allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing "Contractor's Application for Payment". Only a Contractor's Application for Payment that corresponds directly with the "Schedule of Values" approved by the Owner or its representative will be acceptable for payment consideration.

The Contractor shall submit three (3) signed and notarized original copies of each Application of Payment (AIA Document G702 and G703) on a monthly basis for Work completed and/or stored to date along with waivers of lien, schedule updates and other pertinent information. The Owner's Representative will review the Application for Payment, evaluate the status of the Work and recommend the amount to be authorized for payment less 10% retained by the Owner until the project is complete.

The amount authorized for payment will be made to the Contractor by the Owner within forty-five (45) days of the date of the Application of Payment. Retained amounts shall be released to the Contractor within thirty (30) calendar days of final acceptance of the Work by the Owner or its representative.

**Insurance:** The Contractor shall procure and maintain the following described insurance, except for coverage(s) specifically waived by Owner, on policies and with insurers acceptable to Owner. These insurance requirements shall not limit the liability of Contractor.

The insurance coverage(s) and limits required of Contractor under this Contract are designed to meet the minimum requirements of Owner and the Owner does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities. Contractor alone shall be responsible to the sufficiency of its own insurance program.

The Contractor and the Contractor's subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The Contractor and the Contractor's subcontractors and sub-subcontractors shall expressly waive any claim against the Owner arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the Owner or anyone for whom the Owner is responsible. The Contractor is obligated to include, or cause to be included, provisions similar to this paragraph in all of the Contractor's subcontracts and its subcontractor's contracts with their sub-subcontractors.

The Contractor's deductibles/self insurance retention's must be disclosed to Owner and are subject to Owner's approval. The Contractor is responsible of the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of Contractor and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by Owner.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of Owner shall be considered excess, as may be applicable to claims or losses which arise out of or relate to the Work or this Project.

- A. Workers' Compensation and Employers' Liability Insurance Coverage: The Contractor shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida. Limits of coverage shall not be less than:

\$500,000	Limit Each Accident
\$500,000	Limit Disease Aggregate
\$250,000	Limit Disease Each Employee

- B. Commercial General Liability Coverage: Contractor shall purchase and maintain commercial general liability insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Contract, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverage(s) and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

\$1,000,000	Combined Single Limit Each Occurrence
\$2,000,000	Aggregate Limit

Contractor shall add Owner as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.20.22.85 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by Contractor pursuant to the requirements of the Project Documents.

- C. Business Automobile Liability Coverage: The Contractor shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of Contractor's owned, non-owned, leased, rented or hired vehicles with limits not less than:

\$1,000,000	Combined Single Limit Each Accident
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- D. Excess or Umbrella Liability Coverage: Contractor shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverage(s) as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverage(s) with no gaps in continuity of coverage(s) or limits with Owner added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than:

\$4,000,000	Each Occurrence/Accident
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This Contract embodies the entire agreement between Owner and Contractor and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding not set forth herein.

**OWNER**  
**Panama City – Bay County Airport**  
**and Industrial District**

**CONTRACTOR**  
**(TBD)**

**By:**

**By:**

**Authorized**  
**Signature:** \_\_\_\_\_

**Authorized**  
**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Panama City – Bay County Airport and Industrial District  
Northwest Florida Beaches International Airport  
Mitigation Implementation Project**

**Contractor Bid Proposal Form “Quantities, Pricing, and Data”**

**1.0 GENERAL**

The WORK to be performed by CONTRACTOR comprises the furnishing of all professional and technical services, labor, equipment, and materials (except equipment and materials specified as furnished by others), and all other functions and operations including, but not limited to, permit review and comprehension, related services, and surveying as necessary and required to accomplish the Mitigation Implementation WORK all strictly in accordance with all requirements of the CONTRACT and *Panama City – Bay County International Airport Relocation Final Mitigation Plan* (MITIGATION PLAN). The base WORK is for three (3) years of prescribed burns to be funded by FAA grants. The approximate minimum quantities involved in each of the three year includes: 9,609 acres of Mitigation Area location and 2,400 acres of prescribed burns within the Mitigation Area. Two (2) additional optional years are also identified and may be included in the contract at the option of the Owner. Seven (7) additional Alternative WORK Tasks have been identified to address damage caused by Hurricane Michael and the OWNER's desire to accelerate the Mitigation Activities described in the MITIGATION PLAN. These acceptance of any or all of the Alternatives will be subject to available funding.

Bidders shall bid on the major WORK item. Bidders may bid on alternate bid criteria associated with the major WORK item.

**2.0 TOTAL ESTIMATED CONTRACT PRICE**

The Total Estimated CONTRACT Price for performing the WORK as set forth in the CONTRACT Documents consists of a combination of unit price and lump sum price items. The breakdown of the Total Estimated CONTRACT Price is shown in the attached Bid Sheets.

**3.0 SCHEDULE OF QUANTITIES AND PRICING**

The unit rates and lump sum prices set forth in the Bid Sheets are in U.S. dollars and are inclusive of the WORK TO BE PERFORMED as set forth in Section 1 (above).

The quantities shown in the Bid Sheet 1 are estimated quantities only and payment will be made for the number of units of WORK completed and measured in accordance with the Measurement for Payment provisions. The CONTRACTOR shall not be entitled to an adjustment of any of the unit prices arising out of any variation between the estimated quantity for any units of WORK and the final quantities for such units measured in accordance with the terms of this CONTRACT. Additionally, CONTRACTOR shall be paid based on a sliding scale in an amount equal to the sum of unit price times quantities for each separately identified unit price WORK completed.

The Pay Items descriptions in the Bid Sheets are not intended to reflect the complete scope of WORK. Each unit price includes an amount to cover the CONTRACTOR's overhead and profit for each separately identified item. If a part of the WORK, as defined and specified in the Scope of Work and Technical Specifications section, is not specifically shown as a Pay Item in the Bid Sheet, it is deemed to be included in one of the existing Pay Items and the CONTRACTOR shall have no basis for claim in the event such WORK is performed.

The OWNER reserves and shall have the right to make such alterations in the WORK as may be necessary or desirable to complete the WORK originally intended in an acceptable manner. Such alterations may include but are not limited to the transfer of WORK and quantities between tasks.

The CONTRACTOR may not make a Claim against the OWNER for excess or deficiency in unit price quantities provided in the CONTRACT. Payment at prices stated in the CONTRACT is in full for the

completed WORK. CONTRACTOR is not entitled to additional payment for MATERIALS, supplies, labor, tools, machinery, and any other expenditures incidental to satisfactory completion of the work.

**4.0 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 the 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.

**5.0 OPTIONAL WORK**

The OWNER reserves the right to add Optional WORK and Alternative WORK to this CONTRACT. Such WORK is further defined in the Statement of Work and Technical Specifications, Figures and Tables included in the Bid Documents, and may be added to this CONTRACT.

**BID SHEET 1. PRESCRIBED BURNING AND RELATED ACTIVITIES**

Item #	Spec. #	Item Description	Unit	Estimated Quantity	Average Unit Price (\$)	Total Price (\$)
2	2.0	Prescribed Burning – 2020-2021	AC	2,415		
		Total Burning Acreage Quantity	AC	2,415		
<b>Summary: Total Base Bid \$</b> _____						
<b>Alternate Bid Items</b>						
Item #	Spec. #	Item Description	Unit	Estimated Quantity	Average Unit Price (\$)	Total Price (\$)
Alt. 1	3a	Treatment of Invasive Species	SF	<500		
			SF	500-5,000		
			SF	5,000-12,000		
			SF	>12,000		
Alt. 2	3b, 2.0	Prescribed Burning (ground ignition)	AC	<100		
			AC	100-500		
			AC	500-1000		
			AC	1000-2500		
			AC	>2500		
		Prescribed Burning (aerial ignition)	AC	<100		
			AC	100-500		
			AC	500-1000		
			AC	1000-2500		
			AC	>2500		
Alt. 3	3c	Refresh Existing Firebreaks	AC	<1		
			AC	1-5		
			AC	6-10		
			AC	>10		
Alt. 4	3d	Mechanical Treatment (roller chop, Gyro-trac, etc.)	AC	<100		
			AC	100-400		
			AC	400-600		
			AC	>600		
*AC = per Acre, SF = per Square Foot						

Activities in the Prescribed Burning item descriptions above are inclusive of all services described in the technical specifications shown for the item description.

I certify that this bid is made without subsequent understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the work indicated above and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Request for Bids.

\_\_\_\_\_  
 Bidder Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Bidder Name (Print or Type)

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 Company Name

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Bidder Title

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Address

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Telephone Number

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City State Zip

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Fax Number

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E-mail address

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Federal Employers Identification (FEID#) (Use SS# of no FEID#)

**Panama City – Bay County Airport and Industrial District  
Northwest Florida Beaches International Airport  
Mitigation Implementation Project**

**Contractor Bid Proposal Form “Quantities, Pricing, and Data”**

**1.0 GENERAL**

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Bidders shall bid on the major WORK item. Bidders may bid on alternate bid criteria associated with the major WORK item.

**2.0 TOTAL ESTIMATED CONTRACT PRICE**

The Total Estimated CONTRACT Price for performing the WORK as set forth in the CONTRACT Documents consists of a combination of unit price and lump sum price items. The breakdown of the Total Estimated CONTRACT Price is shown in the attached Bid Sheet1.

**3.0 SCHEDULE OF QUANTITIES AND PRICING**

The unit rates and lump sum prices set forth in Bid Sheet 1 are in U.S. dollars and are inclusive of the WORK TO BE PERFORMED as set forth in Section 1 (above).

The quantities shown in Bid Sheets are estimated quantities only and payment will be made for the number of units of WORK completed and measured in accordance with the Measurement for Payment provisions. The CONTRACTOR shall not be entitled to an adjustment of any of the unit prices arising out of any variation between the estimated quantity for any units of WORK and the final quantities for such units measured in accordance with the terms of this CONTRACT. Additionally, CONTRACTOR shall be paid based on a sliding scale in an amount equal to the sum of unit price times quantities for each separately identified unit price WORK completed.

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completed WORK. CONTRACTOR is not entitled to additional payment for MATERIALS, supplies, labor, tools, machinery, and any other expenditures incidental to satisfactory completion of the work.

**4.0 ADJUSTMENTS**

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**5.0 OPTIONAL WORK**

The OWNER reserves the right to add Optional WORK and Alternative WORK to this CONTRACT. Such WORK is further defined in the Statement of Work and Technical Specifications, Figures and Tables included in the Bid Documents, and may be added to this CONTRACT.

**BID SHEET 1. PRESCRIBED BURNING BASE BID AND OPTIONAL YEARS**

**Base Bid Items**

Item #	Spec. #	Item Description	Unit	Total Quantity	Unit Price (\$)	Total Price (\$)
2.1	2.0	Prescribed Burning – 2021-2022	AC	2,309		
		Prescribed Burning – 2022-2023	AC	2,498		
		Prescribed Burning – 2023-2024	AC	2,490		
		<b>Total Burning Acreage Quantity</b>	<b>AC</b>	<b>7,297</b>		<b>\$</b>

**Optional Bid Items**

Item #	Spec. #	Item Description	Unit	Total Quantity	Unit Price (\$)	Total Price (\$)
2.2	2.0	Prescribed Burning – 2024-2025	AC	2,403		
		Prescribed Burning – 2025-2026	AC	2,407		
		<b>Total Burning Acreage Quantity</b>	<b>AC</b>	<b>4,810</b>		<b>\$</b>

Activities in the item descriptions above are inclusive of all services described in the technical specifications shown for the item description.

I certify that this bid is made without subsequent understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the work indicated above and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Request for Bids.

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 Bidder Signature

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 Date

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 Bidder Name (Print or Type)

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 Company Name

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 Bidder Title

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 Address

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 Telephone Number

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 City State Zip

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 Fax Number

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 E-mail address

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 Federal Employers Identification (FEID#) (Use SS# if no FEID#)

**BID SHEET 2a. LOW WATER CROSSING PERMIT REQUIRED PROJECTS**

**Alternate Bid Items**

Item #	Spec. #	Item Description	Unit	Estimated Quantity	Average Unit Price (\$)	Total Price (\$)
Alt. 1a	4a	Location 2-43: Low Water Crossing	PS	1		
		Location 2-43: Install Ditch Blocks	PS	1		
		Location 2-44: Low Water Crossing	PS	1		
		Location 3-6: Install Ditch Blocks	PS	1		
		Location 3-9: Install Ditch Blocks	PS	1		
		Location 3-9: Low Water Crossing	PS	1		
		Location 3-11: Low Water Crossing	PS	1		
		Location 1-11: Remove Road & Low Water Crossing	PS	1		
		Location 2-32: Road Removal	PS	1		
		Location 2-1: Retire Road	PS	1		
		Location 2-3: Remove Pipe	PS	1		
		Location 2-3: Low Water Crossing	PS	1		
		Location 2-3: Remove Road Fill	PS	1		
		Location 2-41B: Low Water Crossing	PS	1		
		Location 2-10B: Low Water Crossing	PS	1		
		Location 2-29B: Low Water Crossing	PS	1		
		<b>Total Low Water Crossing Repair</b>				<b>\$</b>

Activities in the item descriptions above are inclusive of all services described in the technical specifications shown for the item description.

I certify that this bid is made without subsequent understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the work indicated above and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Request for Bids.

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Date

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Bidder Name (Print or Type)

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Company Name

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Bidder Title

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Address

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Telephone Number

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City State Zip

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E-mail address

\_\_\_\_\_  
Federal Employers Identification (FEID#) (Use SS# of no FEID#)

**BID SHEET 2b. LOW WATER CROSSING RESTORATION PROJECTS**

**Alternate Bid Items**

**Section 1**

Item #	Spec. #	Location	Rock + Labor Price (\$)	Length (ft)	Tree and Debris Removal (\$)	Notes
Alt. 1b	4a	1		250		TR
		2		250		DB
		3		600		DB
		4		500		DB
		5		150		DB
		6		100		
		7		100		DB
<b>Section 1 Total</b>				<b>1950</b>	<b>\$</b>	

NOTES: DB = Debris Removal; TR = Tree/Debris/Culvert Removal; PR = Permit Required; BMP = Best Management Practice

**Section 2**

Item #	Spec. #	Location	Rock + Labor Price (\$)	Length (ft)	Tree and Debris Removal (\$)	Notes
Alt. 1b	4a	8		200		DB
		9		200		DB
		10		400		DB
		11		100		DB
		12		100		
		13		150		DB
		14		150		
		15		150		
		16		150		DB
		17		150		DB
		18		200		DB
		19		200		RG
		20		100		DB
		21		150		DB
		22		150		DB

Item #	Spec. #	Location	Rock + Labor Price (\$)	Length (ft)	Tree and Debris Removal (\$)	Notes
		23		150		TR
		24		400		TR
		25		100		TR
		26		150		DB
		27		150		TR
		28		200		DB
		29		250		DB
		30		150		TR
		31		300		TR
		32		250		DB
		33		250		TR
		34		200		TR
		35		250		TR
		36		400		
		37		250		DB
		38		250		TR
		39		150		TR
		40		200		TR
		41		200		TR
		42		150		DB
		43		200		DB
		44		150		DB
		45		100		DB
		46				
<b>Section 2 Total</b>				<b>7400</b>	<b>\$</b>	

NOTES: DB = Debris Removal; TR = Tree/Debris/Culvert Removal; PR = Permit Required; BMP = Best Management Practice

**Section 3**

Item #	Spec. #	Location	Rock + Labor Price (\$)	Length (ft)	Tree and Debris Removal (\$)	Notes
Alt. 1b	4a	47		200		TR
		48		250		TR
		49		300		TR
		50		250		TR
		51		150		DB
		52				
<b>Section 3 Total</b>				<b>1150</b>	<b>\$</b>	

NOTES: DB = Debris Removal; TR = Tree/Debris/Culvert Removal; PR = Permit Required; BMP = Best Management Practice

**LWC Restoration Summary**

Location	Rock + Labor Price (\$)	Length (ft)	Tree and Debris Removal (\$)	Total
<b>Section 1</b>		1950		
<b>Section 2</b>		7400		
<b>Section 3</b>		1150		
<b>Grand Total</b>		<b>10500</b>		<b>\$</b>

Activities in the item descriptions above are inclusive of all services described in the technical specifications shown for the item description.

I certify that this bid is made without subsequent understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the work indicated above and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Request for Bids.

\_\_\_\_\_  
 Bidder Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Bidder Name (Print or Type)

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 Company Name

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 Telephone Number

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 Fax Number

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 Federal Employers Identification (FEID#) (Use SS# of no FEID#)

### BID SHEET 3. SHORELINE DEBRIS CLEANUP

#### Alternate Bid Items

Item #	Spec. #	Debris Observed	LF of Shoreline	Removal Cost (\$)	Notes
Alt. 2	4b	No Debris			
		0-6" diameter			
		6-12" diameter			
		8' x 30' dock	See location on map		
		4' x 10' dredge float	See location on map		County property
		Total		\$	

Activities in the item descriptions above are inclusive of all services described in the technical specifications shown for the item description.

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\_\_\_\_\_  
Bidder Signature

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Date

\_\_\_\_\_  
Bidder Name (Print or Type)

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**BID SHEET 4. STREAM AND DITCH REPAIR AND CLEANUP**

**Alternate Bid Items**

**Section 1**

Item #	Spec. #	Location	Linear Feet	Trees Down	Total Price (\$)
Alt. 3	4c	1-1	5,333	1	
		1-2	5,227	4	
		1-3	5,500	13	
		1-4	1,214	15	
		1-5	6,758	7	
		1-6	951	3	
		1-7	8,342	107	
		1-8	8,290	121	
		1-9	2,218	0	
		1-10	5438	19	
		1-11	5,121	0	
		1-12	2,217	0	
		1-13	884	0	
		1-14	1,584	0	
<b>Total Section 1</b>			<b>59,077</b>	<b>290</b>	<b>\$</b>

**Section 2 N**

Item #	Spec. #	Location	Linear Feet	Trees Down	Total Price (\$)
Alt. 3	4c	2-1	9,082	160	
		2-2	2,165	150	
		2-3	4,910	120	
		2-4	6,653	1	
		2-5	7,392	160	
		2-6	9,768	170	
		2-7	9,557	76	
		2-8	10,032	33	
		2-9	10,560	180	

Item #	Spec. #	Location	Linear Feet	Trees Down	Total Price (\$)
		2-10	10,190	94	
		2-11	2,693	54	
		2-12	12,197	150	
		2-14	4,013	66	
		2-15	4,013	85	
		2-16	4,118	130	
		2-17	3,432	110	
<b>Total Section 2 N</b>			<b>110,775</b>	<b>1739</b>	<b>\$</b>

**Section 2 S**

Item #	Spec. #	Location	Linear Feet	Trees Down	Total Price (\$)
Alt. 3	4c	2-13	4,752	130	
		2-18	28,458	126	
<b>Total Section 2 S</b>			<b>33,210</b>	<b>256</b>	<b>\$</b>

**Section 3**

Item #	Spec. #	Location	Linear Feet	Trees Down	Total Price (\$)
Alt. 3	4c		40,603	637	
<b>Total Section 3</b>			<b>40,603</b>	<b>637</b>	<b>\$</b>

**Summary**

All Sections	Linear Feet	Trees Down	Total Price (\$)
<b>Grand Total</b>	<b>243,665</b>	<b>2922</b>	<b>\$</b>

Activities in the item descriptions above are inclusive of all services described in the technical specifications shown for the item description.

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\_\_\_\_\_  
 Bidder Signature

\_\_\_\_\_  
 Date

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Federal Employers Identification (FEID#) (Use SS# of no FEID#)

**BID SHEET 5. ADJACENT PROPERTY FIRE PROTECTION ZONE**

Alternate Bid Items— Item #: Alt. 4, Spec #: 4d

Adjacent Property	Length (LF)	SF at 200' Width	Acres	Cost per Acre (\$)	Total Price (\$)
Section 1	8,050	1,610,000	36.96		
	8,100	1,620,000	37.19		
	9,000	1,800,000	41.32		
	10,850	2,170,000	49.82		
<b>Section 1 Total</b>	<b>36,000</b>	<b>7,200,000</b>	<b>165.29</b>		<b>\$</b>

Adjacent Property	Length (LF)	SF at 200' Width	Acres	Cost per Acre (\$)	Total Price (\$)
Section 2	5,422	1,084,400	24.89		
	3,888	777,600	17.85		
	1,060	212,000	4.87		
	9,100	1,820,000	41.78		
	15,000	3,000,000	68.87		
	2,905	581,000	13.34		
	12,660	2,532,000	58.13		
	3,790	758,000	17.40		
<b>Section 2 Total</b>	<b>53,825</b>	<b>10,765,000</b>	<b>247.13</b>		<b>\$</b>

Adjacent Property	Length (LF)	SF at 200' Width	Acres	Cost per Acre (\$)	Total Price (\$)
Section 3	18,985	3,797,000.00	87.17		
<b>Section 3 Total</b>	<b>18,985</b>	<b>3,797,000.00</b>	<b>87.17</b>		<b>\$</b>

**Summary**

All Sections	Length (LF)	SF at 200' Width	Acres	Cost per Acre (\$)	Total Price (\$)
<b>Grand Total</b>	<b>108,810</b>	<b>21,762,000.00</b>	<b>499.59</b>		<b>\$</b>

Activities in the item descriptions above are inclusive of all services described in the technical specifications shown for the item description.

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fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Request for Bids.

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Date

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Bidder Name (Print or Type)

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**BID SHEET 6. ROAD RESTORATION**

Alternate Bid Items— Item #: Alt. 5, Spec #: 4e

**Road Restoration Summary**

Section	Length (LF)	Loads of Dirt	Loads of Rock	Dirt + Install (\$)	Rock + Install (\$)	Debris Removal (\$)	Total Price (\$)
Section 1	12135	95	48				
Section 2	23960	200	98				
Section 3	3105	35	6				
<b>Grand Total</b>	<b>39200</b>	<b>330</b>	<b>152</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**Section 1**

Damaged Roads	Length (LF)	Loads of Dirt	Loads of Rock	Dirt + Install (\$)	Rock + Install (\$)	Debris Removal (\$)	Total Price (\$)
#1	535	4	2				
#2	290	3	2				
#3	1620	13	6				
#4	940	8	4				
#5	1230	9	5				
#6	3530	27	13				
#7	1090	8	4				
#8	1630	13	7				
#9	1270	10	5				
<b>Total Section 1</b>	<b>12135</b>	<b>95</b>	<b>48</b>				

**Section 2**

Damaged Roads	Length (LF)	Loads of Dirt	Loads of Rock	Dirt + Install (\$)	Rock + Install (\$)	Debris Removal (\$)	Total Price (\$)
#10	1395	11	5				
#11	1490	12	6				
#12	45	1	0				
#13	730	6	3				
#14	545	5	2				
#15	3225	25	12				
#16	975	8	4				

Damaged Roads	Length (LF)	Loads of Dirt	Loads of Rock	Dirt + Install (\$)	Rock + Install (\$)	Debris Removal (\$)	Total Price (\$)
#17	470	4	2				
#18	525	5	2				
#19	610	5	2				
#20	505	5	2				
#21	410	4	2				
#22	545	5	2				
#23	480	4	2				
#24	335	3	2				
#25	815	7	4				
#26	625	6	3				
#27	580	5	2				
#28	995	8	4				
#29	890	7	4				
#30	815	7	4				
#31	500	4	2				
#32	570	5	2				
#33	620	6	3				
#34	495	4	2				
#35	1175	9	5				
#36	395	3	2				
#37	1670	13	7				
#38	945	8	4				
#55	585	5	2				
<b>Total Section 2</b>	<b>23960</b>	<b>200</b>	<b>98</b>				

*Continued on next page*

**Section 3**

Damaged Roads	Length (LF)	Loads of Dirt	Loads of Rock	Dirt + Install (\$)	Rock + Install (\$)	Debris Removal (\$)	Total Price (\$)
#39	475	4	2				
#40	225	3	1				
#41	190	2	0				
#42	175	2	0				
#43	110	2	0				
#44	180	2	0				
#45	145	2	0				
#46	160	2	0				
#47	235	2	1				
#48	335	3	2				
#49	140	2	0				
#50	130	2	0				
#51	110	2	0				
#52	160	1	0				
#53	75	1	0				
#54	180	2	0				
#56	80	1	0				
<b>Total Section 3</b>	<b>3105</b>	<b>35</b>	<b>6</b>				

Activities in the item descriptions above are inclusive of all services described in the technical specifications shown for the item description.

I certify that this bid is made without subsequent understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the work indicated above and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Request for Bids.

\_\_\_\_\_  
 Bidder Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Bidder Name (Print or Type)

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Bidder Title

\_\_\_\_\_  
 Address



( ) \_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City State Zip

( ) \_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Federal Employers Identification (FEID#) (Use SS# if no FEID#)

**BID SHEET 7. PRESCRIBED BURNING – ADDITIONAL ACREAGE**

**Alternate Bid Items**

Item #	Spec. #	Item Description	Unit	Total Quantity	Unit Price (\$)
Alt. 6.1	4f, 2.0	Prescribed Burning (ground ignition)	AC	<100	
			AC	100 – 500	
			AC	500 – 1000	
			AC	1000 – 2500	
			AC	>2500	
Alt. 6.2	4f, 2.0	Prescribed Burning (aerial ignition)	AC	<100	
			AC	100 – 500	
			AC	500 – 1000	
			AC	1000 – 2500	
			AC	>2500	

Activities in the item descriptions above are inclusive of all services described in the technical specifications shown for the item description.

I certify that this bid is made without subsequent understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the work indicated above and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Request for Bids.

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder Name (Print or Type)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Bidder Title

\_\_\_\_\_  
Address

( ) \_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City State Zip

( ) \_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Federal Employers Identification (FEID#) (Use SS# if no FEID#)

**BID SHEET 8. REFRESH EXISTING FIREBREAKS**

**Alternate Bid Items**

Item #	Spec. #	Item Description	Unit	Total Quantity	Unit Price (\$)
Alt. 7	4g	Refresh Existing Firebreaks	AC	<1	
			AC	1 – 5	
			AC	6 – 10	
			AC	>10	

Activities in the item descriptions above are inclusive of all services described in the technical specifications shown for the item description.

I certify that this bid is made without subsequent understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the work indicated above and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Request for Bids.

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder Name (Print or Type)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Bidder Title

\_\_\_\_\_  
Address

( ) \_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City State Zip

( ) \_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Federal Employers Identification (FEID#) (Use SS# if no FEID#)



# **NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT**

## **NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT**

### **SPECIAL CONDITIONS**

#### **SC-1 Definitions**

Whenever the following terms are used, the intent and meaning shall be interpreted as follows:

**AIR OPERATIONS AREA (AOA)** means any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft including paved and unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiways and/or aprons.

**AIRPORT TICKET OFFICE (ATO)** means any area of the airport terminal used or intended to be used for the ticketing and baggage check for passengers. This area includes staff work and break areas.

**CALENDAR DAY** means every day shown on the calendar.

**CHANGE ORDER** means a written order to the Contactor signed by Owner and its representative covering changes in the plans, specifications, or proposed quantities and establishing a basis of payment and contract time adjustment, if any, for the work affected by such changes.

**CONTRACT DOCUMENTS** mean all the written and drawn documents comprising the Contract for the Project.

**CONTACT SCHEDULE** means the Work execution schedule developed by Contactor and approved by Owner for implementation of the Work.

**CONTRACTOR** means the individual, partnership, Limited Liability Company or corporation, its authorized representatives, successors, and permitted assigns as identified in the Contract.

**FAA** means the Federal Aviation Administration of the U.S. Dept. of Transportation.

**INSPECTOR** means authorized representative of Owner assigned to make all necessary inspections and/or tests of the work performed or being performed, or the materials furnished or being furnished by Contractor.

**JOBSITE** means the designated site for the Project where the Work will be performed by the Contractor.

**NOTICE TO PROCEED (NTP)** means a written notice to Contractor to begin the actual work for the designated portion thereof by a specified date and date on which the Contract begins.

**OWNER** means Panama City–Bay County Airport and Industrial District dba Northwest Florida Beaches International Airport.

**OWNER'S REPRESENTATIVE** means the designated agent of the Owner to administer this Contract for the Owner, which shall be the Owner, unless a change is provided by written notice from Owner to Contractor.

PROJECT means the scope of work (Work) under this **Mitigation Implementation Project** at Northwest Florida Beaches International Airport (ECP), Panama City Beach, Florida.

SPECIFICATIONS mean a part of the Invitation to Bid containing the written directions and requirements for completing the Contract Work.

WORK means all the stated or implied activities to be performed by Contractor as required by the Project Documents.

#### **SC-2 Insurance**

The Contractor shall procure and maintain the following described insurance, except for coverage(s) specifically waived by Owner, on policies and with insurers acceptable to Owner. These insurance requirements shall not limit the liability of Contractor.

The insurance coverage(s) and limits required of Contractor under this Invitation to Bid are designed to meet the minimum requirements of Owner and the Owner does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities. Contractor alone shall be responsible to the sufficiency of its own insurance program.

The Contractor and the Contractor's subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The Contractor and the Contractor's subcontractors and sub-subcontractors shall expressly waive any claim against the Owner arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the Owner or anyone for whom the Owner is responsible. The Contractor is obligated to include, or cause to be included, provisions similar to this paragraph in all the Contractor's subcontracts and its subcontractor's contracts with their sub-subcontractors.

The Contractor's deductibles/self-insurance retention's must be disclosed to Owner and are subject to Owner's approval. The Contractor is responsible of the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of Contractor and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by Owner.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of Owner shall be considered excess, as may be applicable to claims or losses which arise out of or relate to the Work or this Project.

A. Workers' Compensation and Employers' Liability Insurance Coverage: The Contractor shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida. Limits of coverage shall not be less than:

\$500,000 Limit Each Accident  
\$500,000 Limit Disease Aggregate  
\$250,000 Limit Disease Each Employee

B. Commercial General Liability Coverage: Contractor shall purchase and maintain commercial general liability insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Contract, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverage(s) and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

\$1,000,000 Combined Single Limit Each Occurrence  
\$2,000,000 Aggregate Limit

Contractor shall add Owner as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.20.22.85 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by Contractor pursuant to the requirements of the Project Documents.

C. Business Automobile Liability Coverage: The Contractor shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of Contractor's owned, non-owned, leased, rented or hired vehicles with limits not less than:

\$1,000,000 Combined Single Limit Each Accident

D. Excess or Umbrella Liability Coverage: Contractor shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverage(s) as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverage(s) with no gaps in continuity of coverage(s) or limits with Owner added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than:

\$4,000,000 Each Occurrence/Accident

### **SC-3 Owner Furnished Drawings and Specifications**

Owner's Representative will furnish specifications and/or design drawings of the Project for each part of the Work under this contract. Such drawings and specifications will give the information required for the preparation of shop detail drawings by Contractor.

Contractor shall, upon receipt thereof, check promptly all specifications and/or drawings furnished and shall notify Owner's Representative and Owner of any omissions or discrepancies in such specifications or drawings found.

All specifications and/or drawings for the Work are identified as the Passenger Boarding Bridges (PBB). Should any addenda be issued or other modifications to the specifications and/or drawings occur prior to NTP of the contract, Owner's Representative will prepare a consolidated and conformed set of specifications and/or drawings marked "Issued for Bid" and issued by Owner's Representative. Contractor shall perform the Work in accordance with the "Issued for Bid" specifications and/or drawings. Contractor shall immediately review the "Issued for Construction" specifications and/or drawings and promptly notify the Owner's Representative and Owner in writing if Contractor believes anything in the "Issued for Bid" specifications and/or drawings represents a material change from what was reflected in the bid documents, addenda, and changes/modifications thereafter accepted by the Contractor with the Contract and prior to the NTP and identify any effects on cost and schedule.

### **SC-4 Owner Furnished Utilities, Facilities, Materials and Equipment**

Owner will not furnish to Contractor any utilities, facilities, materials and/or equipment. Owner shall designate in the Project Documents or in written form to Contractor's request for such designation the location where Contractor facilities for storage may be temporarily placed.

### **SC-5 Permits**

Any required permits shall be provided by Contractor. 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 to initiate review and expedite review process. Contractor, upon award, shall immediately follow up, submit, secure, procure and pay for required permits.

#### **SC-6 Contractor Furnished Drawings, Data and Samples**

Owner's Representative and Owner's permission to proceed with the Work does not constitute acceptance or approval of submittals including, but not limited to, design details, calculations, analyses, test methods, construction methods, certificates or materials developed or selected by Contractor and does not relieve Contractor from full compliance with the Contract Documents. Drawings required of the Contractor if not specifically identified in the specifications shall include drawings for fabrication of Contractor furnished equipment or materials, installation of Contractor furnished equipment or materials, planning and performance of the Work under this contract, material samples, material certificates and other appropriate data.

**DRAWINGS:** All drawings required to be submitted by Contractor shall be certified by Contractor to be correct, shall show the contract number and shall be furnished in accordance with the contract drawings and data requirements and forms. The Owner's Representative or its representative shall review Contractor's drawings and a reproducible drawing marked with one of the following codes will be returned to Contractor:

- a. Reviewed, No Comments,
- b. Reviewed, Comments as Noted (Work May Proceed),
- c. Rejected, Revise and Resubmit,
- d. No Review Required.

All drawings submitted by Contractor shall be submitted to the Owner's Representative for review at least thirty (30) calendar days before fabrication, installation, or performance is commenced and at Contractor's expense.

**SAMPLES:** All samples required to be submitted by Contractor shall be certified by Contractor to be representative of materials to be incorporated in the Work, shall show the contract number and shall be furnished in accordance with the contract drawings and data requirements and forms. All samples submitted by Contractor shall be submitted to the Owner's Representative for review at least fifteen (15) calendar days before materials are incorporated into the Work and at Contractor's expense. The Owner's Representative or its representative shall review the sample and return the Contractor's submittal form marked as noted for drawings.

**CERTIFICATES AND DATA:** Where certificates are required, one (1) copy of each certificate and one (1) computer file of same shall be submitted by and at the expense of Contractor. Such submittal shall be made not less than thirty (30) calendar days prior to the time that the materials represented by such certificates are needed for incorporation into the Work. Certificates shall be subject to review and material represented by such certificates shall not be fabricated, delivered to the Jobsite or incorporated into the Work without such review.

Certificates shall clearly identify the material being certified and shall include, but not be limited to, providing the following information: Contractor's name, project name, contract number, name of item, manufacturer's name, and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.

**AS-BUILT DRAWINGS AND SPECIFICATIONS:** During construction, Contractor shall keep a current marked-up controlled set of as-built drawings on the Jobsite as an accurate record of all deviations between work as shown on the drawings and work as installed. These drawings shall be available to the Owner's Representative, Owner or their representatives for inspection at any time during regular business hours. Contractor shall at its expense and no later than thirty (30) calendar days after final acceptance and before final payment furnish to the Owner's Representative a complete set of signed marked-up as-built reproducible (bond paper) drawings with "As-Built" clearly printed on each sheet and a PDF electronic copy of same. Contractor will keep a current marked-up controlled set of as-built specifications on the Jobsite annotated to clearly indicate all substitutions that are incorporated into the Work. Where the selection of more than one product is specified, annotation shall show which product was installed.

#### **SC-7 Commencement, Progress, Completion of the Work and Project Schedule**

Contractor shall complete the Work under this Invitation to Bid within six (6) months of Notice to Proceed unless otherwise negotiated, and approved, by the Owner.

Contractor will provide, in a form acceptable to Owner and/or its representative, a project schedule in sufficient detail to clearly outline the Work to be performed under this Contract and milestone dates for major work events such as the start and completion of major components of the Project, as one of the prerequisites to issuance of the Notice to Proceed after the execution of the Contract. The Owner's Representative shall review the Project Schedule and shall accept, accept with comment, or reject with comment. Contractor shall revise the schedule as required by the Owner's Representative and resubmit until accepted.

Contractor shall periodically update the Project Schedule as required and no less than weekly to support the pay-application to promptly reflect the progress of the Work. Should any of the work not be performed as indicated and be later than originally planned to perform, a recovery plan shall be presented to the Owner or its representative for approval.

#### **SC-8 Temporary Access and Haul Roads**

Access to Secured Areas will be granted in accordance with the Owner's TSA-approved Airport Security Program. Haul roads and routes will be identified during a scheduled pre-construction meeting with the Contractor.

#### **SC-9 Safety, Health and Security Requirements**

Contractor will comply with all applicable federal, state and local laws, ordinances, statutes, rules, regulations, orders or decrees, including the Airport Safety Program and other rules and regulations adopted by Owner, 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.

#### **SC-10 Applicable Law**

This contract shall be governed by and construed in accordance with the laws of State of Florida excluding its conflict of law rules which may apply the laws of any other jurisdiction, and each party hereto agrees not to assert as a defense in any proceeding that it is not subject to the laws of State of Florida.

#### **SC-11 Invoicing and Payment**

Contractor shall prepare and submit invoices monthly or at some other pre-approved interval with estimates submitted for review by Owner and its representative at least ten (10) calendar days prior to formal submittal period for review and field inspection to verify estimated payment amounts requested. Following review and Owner's and its representative's approvals, Contractor will submit invoice (form as specified in the Project Documents) for payment. Owner pays Contractor undisputed amounts submitted and approved, in accordance with the terms of the Project Documents, within forty-five (45) days of the date of submission of the submitted invoice.

Contractor shall certify in each invoice that no known outstanding mechanic's or material-men liens and all due and payable bills have been paid or are included in the application for payment.

Each invoice shall be accompanied by a submission of information regarding Disadvantaged Business Enterprise (DBE) goals and accomplishments during the period covered by the payment application using the format provided by OWNER. CONTRACTOR'S payment application shall include the amounts authorized for payment to each DBE firm and its certification number. Failure to submit DBE-related information with the request for payment will result in the payment application being returned to the CONTRACTOR for correction.

Owner shall retain ten percent (10%) of that portion of the gross amount of each payment request submitted to Owner for payment, until fifty percent (50%) completion of the Work. Owner reserves the right, at its sole discretion, to further release any portion of such retainage prior to final payment and prior to such release, require Contractor to submit for itself, its subcontractors of all tiers, and all material suppliers, vendors, laborers and other parties acting through or under it, complete waivers and releases of all claims against Owner or its representative arising under or by virtue of this Contract to the extent of payments made and Contractor, upon request by Owner or its representative, shall in addition furnish acceptable evidence that all such claims have been satisfied.



Any amounts otherwise payable under this Contract may be withheld, in whole or in part, to the extent reasonably necessary to protect Owner's interest, if any claims are filed against Owner for which Contractor is or may become liable, Contractor is in material default of any Contract condition including, but not limited to, the schedule, quality assurance and health and safety requirements, Contractor has not submitted a Project Schedule or required updates or proper insurance certificates and continuous coverage(s) as required by the Project Documents and proof thereof of any required Performance and Payment Bonds, any adjustments that are due from previous overpayment or audit results, or offsets in favor of Owner in other transactions are asserted. Owner will pay such withheld payments if Contractor pays, satisfies or discharges any claim of Owner against Contractor under or by virtue of this Contract or cures all defaults in the performance of this Contract.

Contractor agrees to pay each of its subcontractors under this contract for satisfactory performance of its subcontract no later than ten (10) days from the receipt of each payment Contractor receives from Owner except any applicable retainage required by Owner of Contractor.

Owner shall make final payment to Contractor in accordance with Section 218.735, Fla. Stat. following Final Acceptance of the Work and after submittal of such final invoice, provided that Contractor shall have furnished Owner or its representative for itself, its subcontractors of all tiers, and all material suppliers, vendors, laborers and other parties acting through or under it, waivers and releases of all claims against Owner arising under or by virtue of this Contract, except such claims, if any, as may with the consent of Owner be specifically excepted by Contractor from the operation of the release in stated amounts to be set forth therein.

#### **SC-12 Owner's Representative**

Owner has designated a Representative to act for and on behalf of Owner for carrying out certain contract activities as expressly designated herein and may, by contract change order, modify its representative authority, replace the representative or dispense with the representative's services without relieving Contractor of any of its obligations under this Contract. Contractor acknowledges and agrees that the Owner's Representative has no authority to authorize or approve changes to the Contract.

Owner, after consultation with 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 matter of performance and rate of progress of the Work. Owner, after consultation with the Owner's Representative shall decide all questions which may arise as to the interpretation of the specifications and drawings relating to the Work, the fulfillment of the contract on the part of Contractor, and the rights of different contractors on the Project. Owner, after consultation with 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 this contract.

#### **SC-13 Nondisclosure**

Contractor agrees not to divulge to third parties, without the written consent of Owner, any information obtained from or through Owner or its representative in connection with the performance of this Contract unless the information is (1) known to Contractor prior to obtaining the same from Owner or its representative, (2) disclosed to Contractor in the public domain, or (3) obtained by Contractor from a third party who did not receive same, directly or indirectly from Owner or its representative and who has no obligation of secrecy with respect thereto.

#### **SC-14 Dispute Resolution**

In the event of a dispute between the parties arising out of or relating to their responsibilities under this Contract, the party claiming the dispute shall provide the other party promptly written notice of such dispute, as required by the terms of the Contract. The parties hereby agree that they shall first negotiate dispute to resolve the dispute in good faith in an attempt to prevent the need for mediation or litigation. Accordingly, within seven (7) calendar days of receipt of the initial written dispute notice, the parties shall commence discussions between the on-site project managers. In the event the parties are unable to reach a resolution of the dispute within seven (7) calendar days after such commencement of the discussions between the on-site managers, the parties shall commence discussions between Contractor's President and the Owner's Executive Director. In the event that such parties

are unable to reach a resolution of the dispute within fourteen (14) calendar days after such commencement of the discussions between the President and Executive Director, the parties shall submit the dispute to non-binding mediation before a mutually agreed mediator who shall conduct such mediation proceedings. All costs of mediation shall be shared equally by the parties, except that each party shall be responsible for its own attorney's fees.

If the parties are unable to resolve the dispute through mediation and litigation proves necessary, either party may initiate such litigation. In the event of any such litigation, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs through all trial and appellate levels of such litigation. Any litigation between Owner and Contractor (which term for the purposes of this subparagraph shall include Contractor's surety), whether arising out of any claim or arising out of the Contract or any breach thereof, shall be brought, maintained and pursued only in the appropriate State of Florida Courts for Bay County, Florida, and Owner and Contractor each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Owner and Contractor expressly waive all rights to trial by jury regarding any such litigation.

In the event of a dispute between the parties arising out of or relating to their responsibilities under this Contract, the party claiming the dispute shall provide the other party promptly written notice of such dispute, as required by the terms of the Contract. The parties hereby agree that they shall first negotiate dispute to resolve the dispute in good faith in an attempt to prevent the need for mediation or litigation. Accordingly, within seven (7) calendar days of receipt of the initial written dispute notice, the parties shall commence discussions between the on-site project managers. In the event the parties are unable to reach a resolution of the dispute within seven (7) calendar days after such commencement of the discussions between the on-site managers, the parties shall commence discussions between Contractor's President and the Owner's Executive Director. In the event that such parties are unable to reach a resolution of the dispute within fourteen (14) calendar days after such commencement of the discussions between the President and Executive Director, either party may initiate such litigation. In the event of any such litigation, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs through all trial and appellate levels of such litigation, including the fees and costs incurred to litigate the amount of attorney's fees and costs due under said action. Any litigation between Owner and Contractor (which term for the purposes of this subparagraph shall include Contractor's surety), whether arising out of any claim or arising out of the Contract or any breach thereof, shall be brought, maintained and pursued only in the appropriate State of Florida Courts for Bay County, Florida, and Owner and Contractor each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Owner and Contractor expressly waive all rights to trial by jury regarding any such litigation.

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

#### **SC-15 Liquidated Damages**

Not Applicable.

#### **SC-16 Drugs, Alcohol and Weapons**

Contractor's personnel, subcontractor's personnel at any tier, material supplier's personnel or any other's personnel at any time shall not bring onto the Jobsite, or any other location where the provisions of this Contract apply any firearm of whatsoever nature or any other object which in the judgment of the Owner or its representative is determined to be a potential weapon, or alcoholic beverages of any nature, illegal or Owner prohibited non-prescription drugs of any nature without exception.

### **SC-17 Owner Directed Purchase (ODP)**

Contractor agrees that Owner at its sole election **may** have Contractor assign some or all of its purchase orders and subcontracts directly to Owner in accordance with the provisions set forth herein.

Material suppliers shall be selected by Contractor using competitive bidding/proposals. Supply contracts shall be awarded by Contractor to the supplier whose bid/proposal is most advantageous to Owner, price and other factors considered. Contractor shall include the price of all materials in his bid and shall include all Florida State sales and other taxes normally applicable to such material and equipment. Owner may consider purchasing any item but does not expect to issue purchase orders to less than five thousand dollars (\$5,000.00). Owner purchase of selected materials and equipment will be administered on a deductive Change Order basis.

Contractor shall provide Owner a list of all intended suppliers, vendors and material men for consideration as ODP. Contractor shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices.

Upon request from Owner, and in a timely manner, Contractor shall prepare Purchasing Requisition Request Form which shall, in form and detail acceptable to Owner, specifically identify the materials which Owner may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

- a. the name, address, telephone number and contact person for the material supplier,
- b. manufacturer or brand, model or specification number of the item,
- c. quantity needed as estimated by Contractor,
- d. the price quoted by the supplier for the materials identified therein,
- e. any sales tax associated with such quote,
- f. delivery dates as established by Contractor,
- g. any reduction in Contractor's cost for both the Payment Bond and Performance Bond,
- h. shipping, handling and insurance costs,
- i. detail concerning bonds or letters of credit provided by the supplier if included in his/her proposal,
- j. special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which revert to Owner.

Contractor shall include copies of vendors' quotations and specifically reference any terms and conditions, which have been negotiated with the vendors concerning letters of credit, terms, discounts or special payments.

After receipt of the Purchasing Requisition Request Form, Owner shall prepare a Purchase Order for all items of material, which Owner chooses to purchase directly. The purchase order shall be sent to the vendor with a copy sent to Contractor. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to Contractor, excluding any sales tax associated with such price. The Purchase Order shall also require the delivery of the ODP on the delivery dates provided by Contractor in the Purchasing Requisition Request Form.

In conjunction with the execution of the Purchase orders by the suppliers, Contractor shall execute and deliver to Owner one or more deductive Change Orders, referencing the full value of all ODP to be provided by each supplier from whom Owner elected to purchase material directly, plus all sales taxes associated with such materials in Contractor's bid to Owner, plus any savings to Contractor in the cost of Payment and Performance Bonds associated with such ODP. To compensate Contractor for the warranty enforcement obligation Contractor's overhead and profit associated with ODP shall not be deducted from the Contract.

Contractor shall be fully responsible for all matters relating to the procurement of materials furnished by and incorporated into the Project in accordance with these Supplementary Conditions including, but not limited to, assuring the correct quantities, placing the order in a timely manner, and assuring coordination of purchases, providing and obtaining all warranties and guarantees required by the Project Documents, inspection and acceptance of the goods at the time of delivery. Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by Contractor for the particular

materials furnished. Contractor shall provide all services required for the unloading, handling and storage of materials through installation.

Owner assumes the risk of loss of materials through their incorporation into the installation.

As ODP are delivered to the Jobsite, Contractor shall visually inspect all shipments from the suppliers, and sign off on the receiving reports for material delivered. Contractor shall assure that each delivery of ODP is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as Owner may require. Contractor will then forward the receiving report to Owner to match up with invoice for payment.

Contractor shall insure that ODP conform to the Specifications, and determine prior to incorporation in to the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If Contractor discovers defective or non-conformities in ODP upon such visual inspection, Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify Owner of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If Contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming ODP, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to Owner resulting from Contractor's incorporation of such materials into the Project including liquidated or delay damages.

Contractor shall maintain records of all ODP it incorporates into the Work from the stock of ODP in its possession. Contractor shall account monthly to Owner for any ODP delivered into Contractor's possession, indicating portions of all such materials which have been incorporated into the Work.

Contractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Project Documents. All repair, maintenance or damage-repair calls shall be forwarded to Contractor for resolution with the appropriate supplier, vendor, or subcontractor. Additionally, ODP items shall be warranted by Contractor as part of Contractor's warranty. Contractor agrees and understands that it shall undertake all warranty enforcement and other related duties of Owner for its ODP equipment and materials. To that end, Contractor expressly agrees it shall make no distinction in discharging such warranty duties between ODP equipment and materials and equipment and materials otherwise supplied by Contractor.

Notwithstanding the transfer of ODP by Owner to Contractor's possession, Owner shall retain legal and equitable title to any and all ODP.

The transfer of possession of ODP from Owner to Contractor shall constitute a bailment for the mutual benefit of Owner and Contractor. Owner shall be considered the bailor and Contractor the bailee of the ODP. ODP shall be considered returned to Owner for purposes of their bailment at such time as they are incorporated into the Project.

Owner shall purchase and maintain builder's risk insurance sufficient to protect against any loss of or damage to ODP. Such insurance shall cover the full value of any ODP not yet incorporated into the Project during the period between the time the Owner first takes title to any of such ODP and the time when the last of such is incorporated into the Project. Contractor shall purchase and maintain builder's risk, all risk, insurance based on the completed value of Project, less the Owner's ODP values. Contractor must name Owner as additional insured on its policy.

Owner shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs resulting from any delay in the delivery of, or defects in, ODP. Contractor's sole or exclusive remedy shall be an extension of the Contract Time for such reasonable time as determined by Owner or its representative.

Contractor shall be required to review invoices submitted by all suppliers of ODP delivered to the project site and either concur or object to Owner's issuance of payment to the suppliers, based upon Contractor's records of materials delivered to the site and any defects detected in such materials.

In order to arrange for the prompt payment to the supplier, prompt submittal of a copy of the applicable Purchase Order as receiving report, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by Owner. Upon receipt of the appropriate documentation, Owner shall prepare a check drawn to the supplier based upon the data provided. This check will be released and remitted directly to the supplier. Contractor agrees to assist Owner to immediately obtain partial or final release of waivers as appropriate.

At the end of the Project, Contractor will be provided with a deductive Change Order for the costs incurred by Owner to provide all ODP, not covered by previous change orders. Salvage materials shall be stored or removed from the site at Owner or its representative's direction or may be turned over to Contractor by Owner for salvage or disposal at Owner's option.

#### **SC-18 Risk of Loss**

Contractor shall be responsible for risk of loss or damage in progress and all goods furnished until Final Acceptance, including any losses resulting from inclement weather or erosion.

#### **SC-19 Component Warranties**

In addition to the General Condition title "WARRANTY," Contractor shall obtain and provide, for the benefit of owner and its successors in interest, warranties or guarantees for the equipment, materials, and work furnished by suppliers and subcontractors of any tier for the period customarily provided by the supplier. Contractor shall use its best efforts to enforce such lower-tier warranties or guarantees on its own behalf or, if requested by Owner or Owner's Representative, on behalf of Owner. Contractor shall provide warranty documentation by Final Acceptance or as otherwise required by this contract.

#### **SC-20 Procedures to Minimize Risk to Stormwater System and Environment**

Contractor acknowledges GC-14 Environmental Requirements and will have no significant impact on the stormwater system or environment while completing the Work.

#### **SC-21 Miscellaneous Federal Provisions**

The work performed under this Contract shall be governed by the following Federal provisions, statutes and regulations:

Disadvantaged Business Enterprise – 49 CFR Part 26: Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. In accordance with 49 CFR Part 26.45, the sponsor has established a contract goal of **6.92%** participation for small business concerns owned and controlled by certified socially and economically disadvantaged enterprise (DBE). Contractor shall make and document good faith efforts, as defined in Appendix A of 19 CFR Part 26, to meet his established goal.

Davis-Bacon Act, as amended – 29 CFR Part 5: Contractor is required to comply with wage and labor provisions and to pay minimum wages in accordance with the current schedule of wage rates established by the United States Department of Labor.

Debarment, Suspension, Ineligibility and Voluntary Exclusion – 49 CFT Part 29: Contractor certifies, by submission of a proposal or acceptance of a contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Individuals or companies listed in the General Services Administration's "Excluded Parties Listing System" will not be considered for award of contract.

Certification Regarding Debarment and Suspension (Non-Procurement) – Title 2 CFR Part 180 & Title 2 CFR Part 1200: This Agreement is a “covered transaction” as defined by Title 2 CFR Part 180. Contractor has agreed that at the time it submitted its proposal and throughout the duration of this Agreement that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. Contractor further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”.

Certification Regarding Debarment and Suspension (Non-Procurement) – Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C: Contractor by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction” must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. Contractor shall accomplish this by:

- i. Checking the System for Award Management at website: <https://www.sam.gov/SAM>
- ii. Collecting a certification statement similar to paragraph a.
- iii. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that an individual failed to tell a higher tier that they were excluded or disqualified at the time they entered the covered transaction with that person, the FAA may pursue any available remedy, including suspension and debarment

Foreign Trade Restrictions – 49 CFR Part 30: Contractor and its subcontractors shall not be owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Representative (USTR)’ shall not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and shall not procure any product nor subcontract for the supply of any product for use on the project that is produced in a foreign country on said list.

Buy American Certificate – Aviation Safety and Capacity Act of 1990: This contract is subject to the “Buy American Preferences” of the Aviation Safety and Capacity Act of 1990.

### **SC-22 Certifications**

Contractor shall execute, in the presence of a Notary Public (where required), and return the certifications noted below:

1. Bid Affidavit
2. Non-Collusion Affidavit
3. Sworn Statement under Section 287.133(3)(A), Florida Statutes, On Public Entity Crimes
4. DBE Certificate of Compliance Affidavit
5. Davis Bacon Certification
6. Drug Free Workplace Certification
7. Certification of Non-Segregated Facilities
8. Buy American Certification
9. Trench Safety Act Certification under Chapter 553, Florida Statutes

### **SC-23 Clean Air and Water Pollution Control**

Contractors and subcontractors agree:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified

in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. To include or cause to be included in any construction contract or subcontract which exceeds \$ 100,000 the aforementioned criteria and requirements.

#### **SC-24 Airport and Airway Improvement Act of 1982, Section 520 - General Civil Rights Provisions**

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods:

- (a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or
- (b) The period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### **SC-25 Lobbying and Influencing Federal Employees**

- (1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

#### **SC-26 Energy Conservation Requirements**

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

#### **SC-27 Rights to Inventions**

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

#### **SC-28 Trade Restriction Clause**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;



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

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

**END OF SPECIAL CONDITIONS**





# 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. Invitation to Bid
2. Special Conditions
3. General Conditions
4. Scope of Work
5. Specifications

**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, Licenses and Certifications**

Unless otherwise specified, Contractor shall procure and pay for all permits, licenses, certifications and other applicable governing authority requirements and inspections, as required to conduct and otherwise permit performance of the Work. Contractor shall submit for and secure any required permits as needed to perform its obligations during the contract period.

**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, and 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.

### **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.

**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.

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 so 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

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.

### **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 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 at 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 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 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 entitled 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) 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 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) by actively identifying, encouraging and assisting in their participation and otherwise making a good faith effort to achieve the DBE goals established for this project.

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

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.

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 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 CONDITIONS**

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ as  
Principle, hereinafter called CONTRACTOR, and \_\_\_\_\_ a  
corporation duly organized under the laws of the State of \_\_\_\_\_ and  
authorized and/or properly licensed to conduct surety business in the State of Florida, as Surety,  
hereinafter called Surety, are held and firmly bound unto Panama City — Bay County Airport and Industrial  
District as Obligee, hereinafter called OWNER, in the penal sum of  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ ), for  
the payment of which we jointly and severally bind ourselves, our heirs, assigns, executors, administrators  
and successors firmly by these presents.

THE CONDITION of the obligation is such that, whereas the CONTRACTOR has submitted to the OWNER,  
the accompanying Proposal dated \_\_\_\_\_, 20\_\_\_\_, to perform the following work  
comprising the furnishing of all professional and technical services, labor, equipment and materials (except  
equipment and materials specified as furnished by others), 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 Site Development work all strictly in accordance  
with all requirements of the Contract Documents.

NOW, THEREFORE, if the CONTRACTOR withdraws said Proposal within the period specified in said  
Proposal, or if the CONTRACTOR shall not, within ten (10) calendar days after receipt from OWNER of  
Notice of Award of the Contract, for any reason whatsoever, except the fault of the OWNER, enter into the  
Contract with the OWNER, provide to OWNER the required performance and payment bonds in an amount  
as specified in the Bid Documents or the Contract Documents with good and sufficient surety for the  
faithful performance of the Contract and for the prompt payment of labor, materials and supplies furnished  
in the prosecution thereof, and provide to OWNER the required certificate(s) of insurance or, in the event  
of the failure of the CONTRACTOR to execute and deliver to OWNER such Contract or to give such bond or  
bonds, and deliver to OWNER the required certificates of insurance, if the  
CONTRACTOR shall pay to OWNER the fixed penal sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_ ) for the project noted in the Proposal and Bid Documents as liquidated  
damages, and not as a penalty, then the above obligation shall be null and void, otherwise to remain in full  
force and effect.

In the event suit is brought upon this Bond by the OWNER and judgment is recovered, the Surety shall pay  
all costs incurred by the OWNER in such suit, including attorney's fees to be fixed by the court.



IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principle

Surety

\_\_\_\_\_

\_\_\_\_\_

Address

Address

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

(SEAL)

(SEAL)

**ATTACHMENT 1**

**BOND NO.** \_\_\_\_\_

**PUBLIC PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_  
as Principal, and \_\_\_\_\_, as Surety,  
located at \_\_\_\_\_ (Business  
Address) are held and firmly bound to \_\_\_\_\_, as Obligee  
in the sum of (\$ \_\_\_\_\_) for the payment whereof we bind ourselves, our heirs,  
executors, personal representatives, successors and assigns, jointly and severally.

**WHEREAS,** Principal has entered into a contract dated as of the \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_, with Obligee for \_\_\_\_\_, which  
contract is incorporated by reference and made a part hereof, and is referred to herein as  
the Contract.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, services, materials or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, then this bond is void; otherwise it remains in full force; and

2. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond. The Surety and the Principal further agree that any modifications, additions or alterations which may be made in the terms of the Contract or in the work to be done thereunder, or any extensions of the Contract, or other forbearance on the part of either Obligee or the Principal to the other, shall not in any way release the Principal and the Surety or either of them, their heirs, assigns, executors, administrators and successors, from their liability hereunder, notice to Surety of any such modifications, additions, extensions or forbearance being hereby expressly waived; and

3. Any action instituted by a claimant under this Payment Bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes; and

4. The penal sum of this Payment Bond is in addition to the penal sum of the Performance Bond being executed concurrently herewith.

**IN WITNESS WHEREOF,** the above parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered

**PRINCIPAL:**

\_\_\_\_\_

\_\_\_\_\_

Witnessed as to Principal

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf  
of the corporation. He/she is personally known to me OR has produced  
\_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public (Signature)

(AFFIX NOTARY SEAL)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title or Rank)

\_\_\_\_\_  
(Serial Number, if any)

**ATTEST:**

**SURETY:**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Witnessed as to Surety)

**OR**

\_\_\_\_\_  
As Attorney in Fact  
(Attach Power of Attorney)

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
As Attorney in Fact  
(Attach Power of Attorney)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf  
of the corporation. He/she is personally known to me OR has produced  
\_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public (Signature)

(AFFIX NOTARY SEAL)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title or Rank)

\_\_\_\_\_  
(Serial Number, if any)

**ATTACHMENT 2**

**BOND NO.** \_\_\_\_\_

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_  
as Principal, and \_\_\_\_\_, as Surety,  
located at \_\_\_\_\_ (Business  
Address) are held and firmly bound to \_\_\_\_\_, as Obligee  
in the sum of (\$\_\_\_\_\_) for the payment whereof we bind ourselves, our heirs,  
executors, personal representatives, successors and assigns, jointly and severally.

**WHEREAS,** Principal has entered into a contract dated as of the \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_, with Obligee for \_\_\_\_\_, which  
contract is incorporated by reference and made a part hereof, and is referred to herein as  
the Contract.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract;  
and
2. Pays Obligee any and all losses, damages, expenses, costs and attorneys' fees,  
including appellate proceedings, that Obligee sustains because of any default by Principal  
under the Contract, including, but not limited to, all delay damages, whether liquidated or  
actual, incurred by Obligee; and
3. Performs the guarantee of all work and materials furnished under this Contract  
for the time specified in the Contract, then this bond is void; otherwise it remains in full  
force.

Any changes in or under the Contract and compliance or noncompliance with any  
formalities connected with the Contract or the changes do not affect Surety's obligation  
under this Bond.

The Surety further agrees that whenever the Principal shall be, and is declared by  
Obligee to be, in default under the Contract and said default shall be construed to be any  
breach of any of the provisions of the Contract on the part of the Principal, as directed by  
Obligee, the Surety shall promptly remedy the default and will complete the Contract in  
accordance with its terms and conditions and shall fully indemnify and hold harmless  
Obligee from all costs, damages, and expenses which may arise thereafter (including  
reasonable attorneys' fees) and which the Obligee may suffer by reason of Surety's failure  
to so do.

The Surety and the Principal further agree that any modifications, additions, or  
alternations which may be made in the terms of the Contract or in the work to be performed  
thereunder, or any extensions of the Contract, or other forbearance on the part of either  
Obligee or the Principal to the other, shall not in any way release the Principal and the

Surety, or either of them, their heirs, assigns, executors, administrators and successors, from their liability hereunder, notice to the Surety of any such modifications, additions, extensions or forbearance being hereby expressly waived.

The penal sum of this Performance Bond is in addition to the penal sum of the Payment Bond being executed concurrently herewith.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

**IN WITNESS WHEREOF**, the above parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered

**PRINCIPAL:**

\_\_\_\_\_  
\_\_\_\_\_  
Witnessed as to Principal

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public (Signature)

(AFFIX NOTARY SEAL)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title or Rank)

\_\_\_\_\_  
(Serial Number, if any)

**ATTEST:**

**SURETY:**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Witnessed as to Surety)

**OR**

\_\_\_\_\_  
As Attorney in Fact  
(Attach Power of Attorney)

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
As Attorney in Fact  
(Attach Power of Attorney)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_



COUNTY OF \_\_\_\_\_

This foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf  
of the corporation. He/she is personally known to me OR has produced  
\_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public (Signature)

(AFFIX NOTARY SEAL)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title or Rank)

\_\_\_\_\_  
(Serial Number, if any)

### BID AFFIDAVIT

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

State of Florida

County of Bay

Day Williams 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: Day Williams

Date: 5/18/21

State of Florida County of Bay

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(name of individual signing)

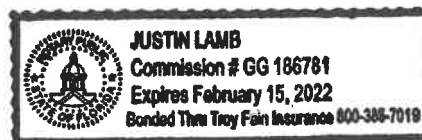
Who, after first being sworn by me, affixed his/her signature in the space provided above on this [ 14 day of May, 20 21

Subscribed and sworn to before me this [ ] day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

Feb 15, 22

[Signature]  
Notary Public



**FORM OF NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being first duly

sworn, deposes and says that he/she is \_\_\_\_\_

(Sole owner, a partner, president, secretary, etc.) of \_\_\_\_\_, the party making the foregoing Bid, that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communications or conference, with any person, to fix the Bid Price, or of that of any other Bidder, or to secure any advantage against Owner any person interested in the proposed Contract; and that all statements in said Bid Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_ (Bidder)

Sworn to and subscribed before me this [\_\_\_\_\_] day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

(NOTARY SEAL)

\_\_\_\_\_  
(Name typed, printed or stamped)

My Commission Expires: \_\_\_\_\_

**SWORN STATEMENT UNDER SECTION 287.133 (30(a))  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATH.**

1. This sworn statement is submitted to Panama City – Bay County Airport and Industrial

District by \_\_\_\_\_ (print individuals name and title)

for \_\_\_\_\_ (print name

of entity submitting sworn statement) whose business is \_\_\_\_\_

\_\_\_\_\_ and (if applicable) its Federal Employer  
Identification No. (FEIN) is \_\_\_\_\_ (if entity has no FEIN,  
include the Social Security No. of the individual signing this sworn statement).

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(10)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person, who is active in the management of the entity and who has been convicted of a public entity crime. The “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision

of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, and employees, members, and agents who are active in management or an entity.

6. Based on information and belief, the statement which I have marked below is true and in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order).**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES FOR CATEGORY TWO ON ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

**PERSONALLY APPEARED BEFORE ME**, the undersigned authority,

\_\_\_\_\_  
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

## DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The following bid condition applies to this U.S. Federal Aviation Administration (FAA) assisted contract. Submission of a bid/proposal by a prospective contractor shall constitute full acceptance of these bid conditions.

1. **DEFINITION** - Disadvantaged Business Enterprise (DBE) as used in this contract shall have the same meaning as defined in 49 CFR Part 26.
2. **POLICY** - It is the policy of FAA that DBE's as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
3. **OBLIGATION** - The contractor agrees to ensure that DBE's as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FAA assisted contracts.
4. **COMPLIANCE** - All bidders, potential contractors, or subcontractors for this FAA assisted contract are hereby notified that failure to carry out the FAA policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.
5. **CONTRACT CLAUSE** - All bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts, which offer further subcontracting opportunities.
6. **CONTRACT AWARD** - Bidders are hereby advised that meeting the DBE subcontract goal or making an acceptable good faith effort to meet said goal are conditions of being awarded this FAA assigned contract.  
  
The owner proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable bid provided he has met the goal for DBE participation or, if failing to meet the goal, he has made an acceptable good faith effort to meet the established goal for DBE participation. Bidder is advised that the owner reserves the right to reject any or all bids submitted.
7. **DBE PARTICIPATION GOAL** - The attainment of the goal established for this contract is to be measured as a percentage of the total dollar value of the contract. The DBE goal established for this contract is **6.92%**.
8. **AVAILABLE DBE'S** - The owner has on file a DBE program pending approved by the Federal Aviation Administration. This program contains a listing of DBE's (certified and uncertified). Bidders are encouraged to inspect this list to assist in locating DBE's for the work. Other DBE's may be added to the list in accordance with the owner's approved DBE program. Credit toward the DBE goal will not be counted unless the DBE to be used can be certified by the owner.
9. **CONTRACTOR'S REQUIRED SUBMISSION** - The owner requires the submission of the following information with the bid:

**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

**MBEs**

MBE Subcontractors <u>Names/Addresses/ Identity</u>	<u>Subcontract Work Item</u>	Dollar Value of <u>Subcontract Work</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**WBEs**

Women Subcontractors <u>Names/Addresses/ Identity</u>	<u>Subcontract Work Item</u>	Dollar Value of <u>Subcontract Work</u>
Wildlands Service Inc. 1862 Jefferson Tallahassee, FL	all the work	100%
_____	_____	_____
_____	_____	_____

32317

**OSEs**

process of being  
recertified DBE

Other Socially and  
Economically Disadvantaged  
Subcontractors within the  
DBE Group

<u>Names/Addresses/ Identity</u>	<u>Subcontract Work Item</u>	Dollar Value of <u>Subcontract Work</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Total Dollar Value of Subcontract Work**

**Total Dollar Value of Basic Bid**

**Total DBE Percent**

\_\_\_\_\_  
%

\*(Black, Hispanic, Asian American, American Indian, and other economically disadvantaged.)

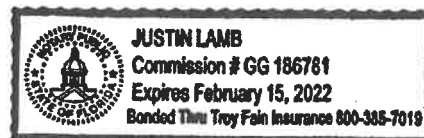
I certify that the foregoing statements are true and correct to the best of my knowledge.

Don Williams  
Bidder's Signature

5/11/21  
Date

Manager  
Title

[Signature]  
Notary Public





If the Contractor fails to meet the contract goal established in Section 7 above, the following information must be submitted prior to contract award to assist the owner in determining whether or not the contractor made acceptable good faith efforts to meet the contract goal. This information (when applicable), as well as the DBE information, should be submitted as specified in Section 9 above.

Suggested guidance for use in determining if good faith efforts were made by a contractor are included in 49 CFR Part 26.

A list of the efforts that a contractor may make, and the owner may use, in making a determination as to the acceptability of a contractor's efforts to meet the goal as included in 49 CFR Part 26 are as follows:

- a. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBE's of contracting and subcontracting opportunities;
- b. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- c. Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;
- d. Whether the contractor followed up initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested;
- e. Whether the contractor selected portions of work to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
- f. Whether the contractor provided interested DBE's with adequate information about the plans, specifications, and requirements of the contract;
- g. Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities.
- h. Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient or contractor;  
and
- i. Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

**NOTE:** The nine items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a contractor took to secure DBE participation in an effort to meet the goals. A contractor may also submit to the owner other information on efforts to meet the goals.

**10. CONTRACTOR ASSURANCE** - The bidder hereby assures that he will meet one of the following as appropriate:

- a. The DBE participation goal as established in the Special Conditions, item SC-21 – Miscellaneous Federal Provisions.
- b. The DBE participation percentage as shown in Section 9, which was submitted as a condition of contract award.

Agreements between bidder/proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. The bidder shall make a good faith effort to replace a DBE subcontract that is unable to perform successfully with another DBE subcontractor. Substitution must be coordinated and approved by the owner.

The Contractor shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts. The Contractor must use the form provided by Owner, *Monthly Report of Subcontractor Participation*, to be submitted with each monthly invoice.

11. **PROMPT PAYMENT** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **10** days from the receipt of each payment the prime contractor receives from the owner. The prime contractor agrees further to return retainage payments to each subcontractor within **10** days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the owner. This clause applies to both DBE and non-DBE subcontractors.



## PANAMA CITY-BAY COUNTY AIRPORT & INDUSTRIAL DISTRICT MONTHLY REPORT OF SUBCONTRACTOR PARTICIPATION

Name of Prime Contractor _____	Contract Name/Number/Description _____
Original Contract Amount _____	Payments Received _____
Current Contract Amount _____	Retainage Withheld _____
Original Contract DBE Participation _____	Invoice Period From: _____ To: _____
Actual DBE Participation to Date _____	Percentage Original Contracted DBE 0.00%
Current Scheduled DBE Participation _____	Participation Date Report Submitted _____

PLEASE COMPLETE INFORMATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.

#	SUBCONTRACTOR NAME & ADDRESS	BRIEF DESCRIPTION OF WORK	NAICS CODE	DBE * M B E	S B E	W B E	O T H E R	ORIGINAL SUBCONTRACT AMOUNT	CURRENT SUBCONTRACT AMOUNT	TOTAL PAYMENTS TO DATE	AMOUNT INVOICES THIS MONTH	TOTAL INVOICED TO DATE THIS PROJECT	PERCENT COMPLETE	PERCENT OF PAYMENTS TO DBE
<b>DBEs SUBCONTRACTORS ONLY</b>														
1				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						0.00%	0.00%
	Comments: _____													
2				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						0.00%	0.00%
	Comments: _____													
3				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						0.00%	0.00%
	Comments: _____													
4				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						0.00%	0.00%
	Comments: _____													
5				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						0.00%	0.00%
	Comments: _____													
SUBTOTAL - DBEs								\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		
<b>NON-DBE SUBCONTRACTORS</b>														
1				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						0.00%	0.00%
	Comments: _____													
2				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						0.00%	0.00%
	Comments: _____													
3				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						0.00%	0.00%
	Comments: _____													
4				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						0.00%	0.00%
	Comments: _____													
5				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						0.00%	0.00%
	Comments: _____													
SUBTOTAL - NON-DBEs								\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		
ALL SUBCONTRACTOR TOTALS								\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		

\* CHECK THIS COLUMN ONLY IF SUBCONTRACTOR IS A CERTIFIED DBE UNDER FEDERAL REGULATIONS, 49 CFR PART 26.

I certify that the information furnished above is correct to the best of my knowledge and represents the current status of the firm's (Prime Contractor) subcontract(s) with the listed firms (Subcontracts) for the designated period covered by this report.

Signed: _____	Title: _____
Print Name: _____	Date: _____



**PANAMA CITY-BAY COUNTY AIRPORT & INDUSTRIAL DISTRICT  
INSTRUCTIONS AND FORM FOR COMPLETING THE  
MONTHLY REPORT OF SUBCONTRACTOR PARTICIPATION**

**I. USE AUTHORIZED FORMS**

These instructions and the approved form "Monthly Report of Subcontractor Participation" are to be used to file monthly reports of subcontractor participation. Do not change or amend the instructions or form in any manner. These documents are available in hard copy or electronically from the Commission's DBELO, Darlene Nelson.

**II. TOP PORTION OF FORM**

**Original Contract Amount.** Enter the original amount of the Prime's Contract.

**Current Contract Amount.** Enter the current amount of the Prime's Contract. If this amount is the same as the entry in "Original Contract Amount", enter it. If this amount is different than the amount entered in "Original Contract Amount", enter the new contract amount.

**Invoice Period.** Enter the monthly period being reported (e.g., January 1, 20xx to January 31, 20xx). Each report must cover a full month.

**Actual DBE Participation to Date.** Enter the sum of "Total Payments to Date" made to DBEs as of the date of the report.

**Current Scheduled DBE Participation.** Enter the sum of "Current Subcontract Amounts" reported for **DBEs only**, i.e, do NOT include current subcontract amounts for non-DBEs even though they appear in the ledger portion of the report.

**Total Original Contracted DBE Participation.** Enter the original dollar amount of DBE participation. This must be the same dollar amount submitted on the Original Letter of Intent and approved by the District, and that is reported in the ledger portion of the report under "Original Subcontract Amount".

**Payments Received.** Enter the sum of total of payments received by the Prime Contractor as of the date of the report.

**Retainage Withheld.** Enter the amount of retainage withheld as of the date of the report. If none, enter 0.

**Date Submitted.** Enter the date the report is submitted to the District.

**Percentage Original Contracted Participation.** Enter the original percentage of DBE participation for this contract. This must be the same percentage committed to in the Prime Contractor's proposal and approved by the District.

**IMPORTANT NOTE:** The Monthly Report of Subcontractor Participation must be attached to each invoice submitted by the Prime Contractor. If an invoice is not being submitted in a particular month, the Monthly Report of Subcontractor Participation must still be submitted each month. The due date of the monthly report is the 15<sup>th</sup> day of the following month.

**III. LEDGER PORTION**

Report all subcontractors every month and complete all required information. Please note that some entries

apply only to the sum of DBE contracts. To facilitate accuracy in reporting, the DBE subcontractors section is listed first along with a subtotal and the Non-DBE contracts appear in the second section of the report. If there is no invoice activity for a DBE in any given month, enter "0" in the column, "Amount This Invoice". All other information must be entered, and must be current and correct.

**Subcontractor Name and Address.** For all subcontractors, enter the subcontractor's name and business address (street address, city, state and zip code). For DBEs, these entries must be the same as comparable information appearing on the original Letter of Intent and the Contract Participation Form/DBE Program Form submitted with the prime contractor's proposal.

**Description of Work and NAICS Code.** Enter a brief description (e.g., painting, electrical, survey, etc.) of the work each subcontractor is performing and the associated NAICS Code for that work. For DBEs, these entries must be the same as comparable information appearing on the Letter of Intent and the Contract Participation Form/DBE Program Form submitted with the prime contractor's proposal.

**Classification of Subcontractor(s).** Assign classifications as follows:

**DBE-**Place an "X" in this column only if the subcontractor has been DBE certified by the Florida Department of Transportation ("FDOT"). Only those subcontractors who have meet the DBE eligibility requirements of 49 CFR Part 26 may be classified as DBEs.

**MBE-**Place an "X" in this column if the subcontractor is also an FDOT certified minority-owned company. This classification should also be used for subcontractors who have submitted a DBE certification application but have not yet been certified as a DBE. Once DBE certification has been achieved, such firms should be classified as both MBE and DBE.

**SBE-**Place an "X" in this column if the subcontractor is an FDOT certified small business that has 250 or fewer employees and meets the definition of the Small Business Administration regulations (13 CFR Part 121). This classification should also be used for subcontractors who have submitted a SBE certification application but have not yet been SBE certified. Once certification has been achieved, such firms should be classified only as SBE.

**WBE-**Place an "X" in this column if the subcontractor is an FDOT certified woman-owned company. This classification should also be used for subcontractors who have submitted a DBE certification application but have not yet been certified as a DBE. Once DBE certification has been achieved, such firms should be classified as both WBE and DBE.

**OTHER-**Place an "X" in this column for all subcontractors who cannot be classified as either DBE, MBE, WBE or SBE.

**Original Subcontract Amount.** Enter the original subcontract amount for each subcontractor. For DBEs, this must be the **amount listed on the Original Letter of Intent or the Contract Participation Form/DBE Program Form** submitted for DBEs with the prime contractor's proposal, or the amount listed on the proposal in the Disadvantaged Business Enterprise Program, and approved by the District.

**Current Subcontract Amount.** Enter the current subcontract amount. If this amount is the same as the entry in "Original Subcontract Amount", enter it. For DBEs, **if this amount is different** than the amount entered in "Original Subcontract Amount", a **Revised Letter of Intent must be on file with and approved by the District.** It is recommended that Revised Letters of Intent be submitted with the Monthly Report of Subcontractor Participation that initially reports the new contract amount.

**Total Payments to Date.** Enter the sum of payments that have been made to each subcontractor as of the date of the report. This column should not contain diminishing amounts, i.e., a succeeding month's entry lower than the preceding month's entry. If this occurs, the District may request an examination of additional records to verify the correct amount.

**Amount of This Invoice.** Enter the amount of the subcontractor's invoice being submitted with this report.

**Total Invoiced to Date.** Enter the total amount invoiced as of the date of the report. This column should not contain diminishing amounts, i.e., a succeeding month's entry lower than the preceding month's entry. If this occurs, the District may request an examination of additional records to verify the correct amount.

**Percentage Complete.** Enter the percentage that equals the progress of that subcontractor's work.

**Percent DBE.** This entry depends upon the type of contract and terms stated in the solicitation. The **percentage for non-DBEs is always "0"**. Thus, if the subcontractor does not meet the requirements stated above to be classified as a DBE, the percentage entered in this column **must be "0"**.

### DAVIS-BACON CERTIFICATION

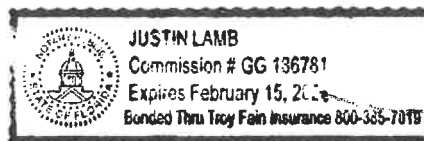
This is to certify that I have reviewed the minimum rate wages contained in Special Conditions, item SC-21 – Miscellaneous Federal Provisions, which were predetermined for this project by the Secretary of Labor, and I have used these rates in the preparation of this proposal. Furthermore, I agree to abide by these wages and all other provisions of the Davis-Bacon Act as it associates to this project.

Don Williams  
Bidder's Signature

5/12/21  
Date

Manager  
Title

[Signature]  
Notary Public



## DRUG-FREE WORKPLACE CERTIFICATION

**THE BELOW SIGNED BIDDER CERTIFIES** that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distributing, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 5/11/21  
COMPANY: W. J. Landis Service Inc. SIGNATURE: Doug Williams  
ADDRESS: 1862 Jefferson St NAME: Doug Williams  
Tallahassee, FL (Typed or Printed)  
32317 TITLE: Manager  
PHONE #: 850-591-1993



## CERTIFICATION OF NON-SEGREGATED FACILITIES

(Must be completed and submitted with the Bid)

The Bidder certifies that it does not maintain or provide for its employee any segregated facilities at any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. AS used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated basis of race, color, religion, or national origin, because of habit, local customs, or any other reason. The Bidder agrees that (except where it has obtained identical certification from proposed subcontractors for the specific time period) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that it will retain such certification in its files.

Wilfredo Serriz Jr.  
(Name of Bidder)

Doug Williams  
(Signature)

Manager  
(Title)

5/11/21  
(Dated)

## BUY AMERICAN CERTIFICATION

Except for those items listed by the Bidder below or on a separate and clearly identified attachment to this Bid, the Bidder hereby certifies that steel and each manufactured product, is produced in the United States (as defined in the Special Provisions under this section entitle Buy American-Steel and Manufactured Products) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

PRODUCT

COUNTY OF ORIGIN


Williams Service Inc.  
(Name of Bidder)

By: Doug Williams

Title: Manager

Dated: 5/11/21

**Panama City – Bay County Airport and Industrial District  
Northwest Florida Beaches International Airport  
Mitigation Implementation Project**

**Contractor Bid Proposal Form “Quantities, Pricing, and Data”**

**1.0 GENERAL**

The WORK to be performed by CONTRACTOR comprises the furnishing of all professional and technical services, labor, equipment, and materials (except equipment and materials specified as furnished by others), and all other functions and operations including, but not limited to, permit review and comprehension, related services, and surveying as necessary and required to accomplish the Mitigation Implementation WORK all strictly in accordance with all requirements of the CONTRACT and *Panama City – Bay County International Airport Relocation Final Mitigation Plan* (MITIGATION PLAN). The base WORK is for three (3) years of prescribed burns to be funded by FAA grants. The approximate minimum quantities involved in each of the three year includes: 9,609 acres of Mitigation Area location and 2,400 acres of prescribed burns within the Mitigation Area. Two (2) additional optional years are also identified and may be included in the contract at the option of the Owner. Seven (7) additional Alternative WORK Tasks have been identified to address damage caused by Hurricane Michael and the OWNER’s desire to accelerate the Mitigation Activities described in the MITIGATION PLAN. These acceptance of any or all of the Alternatives will be subject to available funding.

Bidders shall bid on the major WORK item. Bidders may bid on alternate bid criteria associated with the major WORK item.

**2.0 TOTAL ESTIMATED CONTRACT PRICE**

The Total Estimated CONTRACT Price for performing the WORK as set forth in the CONTRACT Documents consists of a combination of unit price and lump sum price items. The breakdown of the Total Estimated CONTRACT Price is shown in the attached Bid Sheet1.

**3.0 SCHEDULE OF QUANTITIES AND PRICING**

The unit rates and lump sum prices set forth in Bid Sheet 1 are in U.S. dollars and are inclusive of the WORK TO BE PERFORMED as set forth in Section 1 (above).

The quantities shown in Bid Sheets are estimated quantities only and payment will be made for the number of units of WORK completed and measured in accordance with the Measurement for Payment provisions. The CONTRACTOR shall not be entitled to an adjustment of any of the unit prices arising out of any variation between the estimated quantity for any units of WORK and the final quantities for such units measured in accordance with the terms of this CONTRACT. Additionally, CONTRACTOR shall be paid based on a sliding scale in an amount equal to the sum of unit price times quantities for each separately identified unit price WORK completed.

The Pay Item descriptions in Bid Sheet 1 are not intended to reflect the complete scope of WORK. Each unit price includes an amount to cover the CONTRACTOR’s overhead and profit for each separately identified item. If a part of the WORK, as defined and specified in the Scope of Work and Technical Specifications section, is not specifically shown as a Pay Item in the Bid Sheet, it is deemed to be included in one of the existing Pay Items and the CONTRACTOR shall have no basis for claim in the event such WORK is performed.

The OWNER reserves and shall have the right to make such alterations in the WORK as may be necessary or desirable to complete the WORK originally intended in an acceptable manner. Such alterations may include but are not limited to the transfer of WORK and quantities between tasks.

The CONTRACTOR may not make a Claim against the OWNER for excess or deficiency in unit price quantities provided in the CONTRACT. Payment at prices stated in the CONTRACT is in full for the

completed WORK. CONTRACTOR is not entitled to additional payment for MATERIALS, supplies, labor, tools, machinery, and any other expenditures incidental to satisfactory completion of the work.

**4.0 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 the 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.

**5.0 OPTIONAL WORK**

The OWNER reserves the right to add Optional WORK and Alternative WORK to this CONTRACT. Such WORK is further defined in the Statement of Work and Technical Specifications, Figures and Tables included in the Bid Documents, and may be added to this CONTRACT.

### Base Bid Items

Item #	Spec. #	Item Description	Unit	Total Quantity	Unit Price (\$)	Total Price (\$)
2.1	2.0	Prescribed Burning – 2021-2022	AC	2,309	73.00	168,557
		Prescribed Burning – 2022-2023	AC	2,498	73.20	182,354
		Prescribed Burning – 2023-2024	AC	2,490	73.00	181,770
		<b>Total Burning Acreage Quantity</b>	<b>AC</b>	<b>7,297</b>	<b>73.00</b>	<b>\$ 532,681</b>

Item #	Spec. #	Item Description	Unit	Total Quantity	Unit Price (\$)	Total Price (\$)
2.2	2.0	Prescribed Burning – 2024-2025	AC	2,403	75.00	180,225
		Prescribed Burning – 2025-2026	AC	2,407	75.00	180,525
		<b>Total Burning Acreage Quantity</b>	AC	<b>4,810</b>	<b>75.00</b>	<b>\$ 360,750</b>

I certify that this bid is made without subsequent understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the work indicated above and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Request for Bids.

Date \_\_\_\_\_

Company Name

## Address

City Tulhesso State TX Zip 75237

E-mail address

Federal Employers Identification (FEID#) (Use SS# of no FEID#)

**BID SHEET 2a. LOW WATER CROSSING PERMIT REQUIRED PROJECTS**

**Alternate Bid Items**

Item #	Spec. #	Item Description	Unit	Estimated Quantity	Average Unit Price (\$)	Total Price (\$)
Alt. 1a	4a	Location 2-43: Low Water Crossing	PS	1		15,000.00
		Location 2-43: Install Ditch Blocks	PS	1		24,000.00
		Location 2-44: Low Water Crossing	PS	1		11,250.00
		Location 3-6: Install Ditch Blocks	PS	1		9,600.00
		Location 3-9: Install Ditch Blocks	PS	1		7,200.00
		Location 3-9: Low Water Crossing	PS	1		14,800.00
		Location 3-11: Low Water Crossing	PS	1		11,100.00
		Location 1-11: Remove Road & Low Water Crossing	PS	1		16,000.00
		Location 2-32: Road Removal	PS	1		12,000.00
		Location 2-1: Retire Road	PS	1		20,000.00
		Location 2-3: Remove Pipe	PS	1		1500.00
		Location 2-3: Low Water Crossing	PS	1		11,250.00
		Location 2-3: Remove Road Fill	PS	1		7000.00
		Location 2-41B: Low Water Crossing	PS	1		19,000.00
		Location 2-10B: Low Water Crossing	PS	1		23,000.00
		Location 2-29B: Low Water Crossing	PS	1		15,000.00
		<b>Total Low Water Crossing Repair</b>				<b>\$ 217,700</b>

Activities in the item descriptions above are inclusive of all services described in the technical specifications shown for the item description.

I certify that this bid is made without subsequent understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the work indicated above and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Request for Bids.

Doug Williams  
Bidder Signature

5/11/21  
Date

Doug Williams  
Bidder Name (Print or Type)

W. Idland Service Inc.  
Company Name

W. Idland Service

**BID SHEET 1. PRESCRIBED BURNING BASE BID AND OPTIONAL YEARS**

**Base Bid Items**

Item #	Spec. #	Item Description	Unit	Total Quantity	Unit Price (\$)	Total Price (\$)
2.1	2.0	Prescribed Burning – 2021-2022	AC	2,309	73.00	168,557
		Prescribed Burning – 2022-2023	AC	2,498	73.20	182,354
		Prescribed Burning – 2023-2024	AC	2,490	73.00	181,770
		<b>Total Burning Acreage Quantity</b>	<b>AC</b>	<b>7,297</b>	<b>73.00</b>	<b>\$ 532,681</b>

**Optional Bid Items**

Item #	Spec. #	Item Description	Unit	Total Quantity	Unit Price (\$)	Total Price (\$)
2.2	2.0	Prescribed Burning – 2024-2025	AC	2,403	75.00	180,225
		Prescribed Burning – 2025-2026	AC	2,407	75.00	180,525
		<b>Total Burning Acreage Quantity</b>	<b>AC</b>	<b>4,810</b>	<b>75.00</b>	<b>\$ 360,750</b>

Activities in the item descriptions above are inclusive of all services described in the technical specifications shown for the item description.

I certify that this bid is made without subsequent understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the work indicated above and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Request for Bids.

Doug Williams  
Bidder Signature

Doug Williams  
Bidder Name (Print or Type)

Manager  
Bidder Title

(800) 591-1993  
Telephone Number

( )  
Fax Number

Federal Employers Identification (FEID#) (Use SS# if no FEID#)

5/11/21  
Date

Wildlands Service  
Company Name

Address

Tallahassee FL 32317  
City State Zip

goodfives@yahoo.com  
E-mail address

**BID SHEET 2b. LOW WATER CROSSING RESTORATION PROJECTS**

**Alternate Bid Items**

**Section 1**

Item #	Spec. #	Location	Rock + Labor Price (\$)	Length (ft)	Tree and Debris Removal (\$)	Notes
Alt. 1b	4a	1	20,000.00	250	500.00	TR
		2	20,000.00	250	500.00	DB
		3	44,000.00	600	800.00	DB
		4	39,000.00	500	800.00	DB
		5	14,000.00	150	500.00	DB
		6	8,000.00	100	500.00	
		7	8,000.00	100	500.00	DB
<b>Section 1 Total</b>				<b>1950</b>	<b>\$</b>	

NOTES: DB = Debris Removal; TR = Tree/Debris/Culvert Removal; PR = Permit Required; BMP = Best Management Practice

**Section 2**

Item #	Spec. #	Location	Rock + Labor Price (\$)	Length (ft)	Tree and Debris Removal (\$)	Notes
Alt. 1b	4a	8	15,000.00	200	500.00	DB
		9	15,000.00	200	500.00	DB
		10	39,000.00	400	800.00	DB
		11	8,000.00	100	500.00	DB
		12	11,250.00	100	500.00	
		13	11,250.00	150	500.00	DB
		14	11,250.00	150	500.00	
		15	11,250.00	150	500.00	
		16	11,250.00	150	500.00	DB
		17	11,250.00	150	500.00	DB
		18	15,000.00	200	500.00	DB
		19	15,000.00	200	500.00	RG
		20	8,000.00	100	500.00	DB
		21	11,250.00	150	500.00	DB
		22	11,250.00	150	500.00	DB



Item #	Spec. #	Location	Rock + Labor Price (\$)	Length (ft)	Tree and Debris Removal (\$)	Notes
		23	11,200	150	11,250 500	TR
		24	39,000.00	400	39,000.00 500	TR
		25	8000.00	100	8000.00 500	TR
		26	11,250	150	1 500	DB
		27	11,250	150	500	TR
		28	15,000.00	200	500	DB
		29	19,000	250	500	DB
		30	11,250	150	500	TR
		31	22,000.00	300	600	TR
		32	19,000	250	500	DB
		33	19,000	250	500	TR
		34	15,000	200	500	TR
		35	19,000	250	500	TR
		36	30,000 30,000	400	800	
		37	19,000	250	500	DB
		38	19,000	250	500	TR
		39	11,250	150	500	TR
		40	15,000	200	500	TR
		41	15,000	200	500	TR
		42	11,250	150	500	DB
		43	15,000	200	500	DB
		44	11,250	150	500	DB
		45	8000	100	500	DB
		46				
Section 2 Total				7400	\$	

NOTES: DB = Debris Removal; TR = Tree/Debris/Culvert Removal; PR = Permit Required; BMP = Best Management Practice

**BID SHEET 2b. LOW WATER CROSSING RESTORATION PROJECTS**

**Alternate Bid Items**

**Section 1**

Item #	Spec. #	Location	Rock + Labor Price (\$)	Length (ft)	Tree and Debris Removal (\$)	Notes
Alt. 1b	4a	1	20,000.00	250	500	TR
		2	20,000.00	250	500	DB
		3	44,000.00	600	800	DB
		4	39,000.00	500	800	DB
		5	14,800.00	150	500	DB
		6	8000.00	100	500	
		7	8000.00	100	500	DB
<b>Section 1 Total</b>			133,800	1950	\$ 4,100	

NOTES: DB = Debris Removal; TR = Tree/Debris/Culvert Removal; PR = Permit Required; BMP = Best Management Practice

**Section 2**

Item #	Spec. #	Location	Rock + Labor Price (\$)	Length (ft)	Tree and Debris Removal (\$)	Notes
Alt. 1b	4a	8	15,000.00	200	500	DB
		9	15,000.00	200	500	DB
		10	39,000.00	400	800	DB
		11	8000.00	100	500	DB
		12	8000.00	100	500	
		13	11,750 <del>14,800.00</del>	150	500	DB
		14	11,250 <del>14,800.00</del>	150	500	
		15	11,250 <del>14,800.00</del>	150	500	
		16	11,250 <del>14,800.00</del>	150	500	DB
		17	11,250 <del>14,800.00</del>	150	500	DB
		18	15,000.00	200	500	DB
		19	15,000.00	200	500	RG
		20	8000.00	100	500	DB
		21	11,250	150	500	DB
		22	11,250	150	500	DB

201,750

700

Item #	Spec. #	Location	Rock + Labor Price (\$)	Length (ft)	Tree and Debris Removal (\$)	Notes
		23	11,200.00	150	500.00	TR
		24	39,200.00	400	800.00	TR
		25	8,000.00	100	500.00	TR
		26	11,250	150	500.00	DB
		27	11,250	150	500.00	TR
		28	15,000	200	500.00	DB
		29	19,000	250	500.00	DB
		30	11,250	150	500.00	TR
		31	22,000	300	600.00	TR
		32	19,000	250	500.00	DB
		33	19,000	250	500.00	TR
		34	15,000	200	500.00	TR
		35	19,000	250	500.00	TR
		36	30,000	400	800.00	
		37	19,000	250	500.00	DB
		38	19,000	250	500.00	TR
		39	11,250	150	500.00	TR
		40	15,000	200	500.00	TR
		41	15,000	200	500.00	TR
		42	11,250	150	500.00	DB
		43	15,000	200	500.00	DB
		44	11,250	150	500.00	DB
		45	8,000	100	500.00	DB
		46				
Section 2 Total			374,900	7400	\$ 12,260.00	

NOTES: DB = Debris Removal; TR = Tree/Debris/Culvert Removal; PR = Permit Required; BMP = Best Management Practice

201,750

Section 3

Item #	Spec. #	Location	Rock + Labor Price (\$)	Length (ft)	Tree and Debris Removal (\$)	Notes
Alt. 1b	4a	47	15,000	200	500	TR
		48	19,000	250	500	TR
		49	22,000	300	500	TR
		50	19,000	250	500	TR
		51	11,250	150	500	DB
		52				
Section 3 Total			86,250	1150	\$ 2500	

NOTES: DB = Debris Removal; TR = Tree/Debris/Culvert Removal; PR = Permit Required; BMP = Best Management Practice

LWC Restoration Summary

Location	Rock + Labor Price (\$)	Length (ft)	Tree and Debris Removal (\$)	Total
Section 1	133,800 <sup>00</sup>	1950	4100 <sup>00</sup>	137,900 <sup>00</sup>
Section 2	576,650 <sup>00</sup>	7400	20,000 <sup>00</sup>	596,650 <sup>00</sup>
Section 3	86,250 <sup>00</sup>	1150	2500 <sup>00</sup>	88,750 <sup>00</sup>
Grand Total	796,700 <sup>00</sup>	10500	26,600 <sup>00</sup>	\$ 823,300 <sup>00</sup>

Activities in the item descriptions above are inclusive of all services described in the technical specifications shown for the item description.

I certify that this bid is made without subsequent understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the work indicated above and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Request for Bids.

Doug Williams  
Bidder Signature

Doug Williams  
Bidder Name (Print or Type)

Manager  
Bidder Title

(850) 591-1993  
Telephone Number

(850) 656-1313  
Fax Number

5/11/21  
Date

Wildlands Service Inc.  
Company Name

1862 Jefferson Rd  
Address

Tallahassee FL 32317  
City State Zip

goodfives@yahoo.com  
E-mail address

Federal Employers Identification (FEID#) (Use SS# of no FEID#)

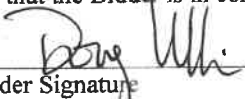
**BID SHEET 3. SHORELINE DEBRIS CLEANUP**

**Alternate Bid Items**

Item #	Spec. #	Debris Observed	LF of Shoreline	Removal Cost (\$)	Notes
Alt. 2	4b	No Debris	<del>6.00</del> 5000	18.00	
		0-6" diameter	8.00 12.00	6.00	
		6-12" diameter	11.00 3000	5000	
		8' x 30' dock	See location on map	<del>18.00</del> 300	
		4' x 10' dredge float	See location on map	<del>7.00</del> 1000	County property
		Total	50.00	\$ 33.00	

Activities in the item descriptions above are inclusive of all services described in the technical specifications shown for the item description.

I certify that this bid is made without subsequent understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the work indicated above and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Request for Bids.

  
Bidder Signature

5/11/21  
Date

Doug Williams  
Bidder Name (Print or Type)

Company Name

Manager  
Bidder Title

Address

(850) 591-1993  
Telephone Number

City State Zip

( )  
Fax Number

E-mail address

Federal Employers Identification (FEID#) (Use SS# if no FEID#)

**BID SHEET 4. STREAM AND DITCH REPAIR AND CLEANUP**

**Alternate Bid Items**

**Section 1**

Item #	Spec. #	Location	Linear Feet	Trees Down	Total Price (\$)
Alt. 3	4c	1-1	5,333	1	2000 <sup>00</sup>
		1-2	5,227	4	3000 <sup>00</sup>
		1-3	5,500	13	4500 <sup>00</sup>
		1-4	1,214	15	6000 <sup>00</sup>
		1-5	6,758	7	4500 <sup>00</sup>
		1-6	951	3	6500 <sup>00</sup>
		1-7	8,342	107	23,000 <sup>00</sup>
		1-8	8,290	121	27,000 <sup>00</sup>
		1-9	2,218	0	2000 <sup>00</sup>
		1-10	5438	19	5500 <sup>00</sup>
		1-11	5,121	0	2000 <sup>00</sup>
		1-12	2,217	0	2000 <sup>00</sup>
		1-13	884	0	1500 <sup>00</sup>
		1-14	1,584	0	2000.00
<b>Total Section 1</b>			<b>59,077</b>	<b>290</b>	<b>\$ 90,500</b>

**Section 2 N**

Item #	Spec. #	Location	Linear Feet	Trees Down	Total Price (\$)
Alt. 3	4c	2-1	9,082	160	31,000 <sup>00</sup>
		2-2	2,165	150	20,000 <sup>00</sup>
		2-3	4,910	120	18,000 <sup>00</sup>
		2-4	6,653	1	4000 <sup>00</sup>
		2-5	7,392	160	21,000 <sup>00</sup>
		2-6	9,768	170	31,000 <sup>00</sup>
		2-7	9,557	76	15,000 <sup>00</sup>
		2-8	10,032	33	9,000 <sup>00</sup>
		2-9	10,560	180	34,000 <sup>00</sup>

Item #	Spec. #	Location	Linear Feet	Trees Down	Total Price (\$)
		2-10	10,190	94	14,000 <sup>00</sup>
		2-11	2,693	54	10,000 <sup>00</sup>
		2-12	12,197	150	34,000 <sup>00</sup>
		2-14	4,013	66	11,000 <sup>00</sup>
		2-15	4,013	85	11,000 <sup>00</sup>
		2-16	4,118	130	13,000 <sup>00</sup>
		2-17	3,432	110	11,000 <sup>00</sup>
Total Section 2 N			110,775	1739	\$ 106,000 <sup>00</sup> → 295,000 <sup>00</sup> + 189,000 <sup>00</sup> total

Section 2 S

Item #	Spec. #	Location	Linear Feet	Trees Down	Total Price (\$)
Alt. 3	4c	2-13	4,752	130	13,000 <sup>00</sup>
		2-18	28,458	126	29,000 <sup>00</sup>
Total Section 2 S			33,210	256	\$ 42,000 <sup>00</sup>

Section 3

Item #	Spec. #	Location	Linear Feet	Trees Down	Total Price (\$)
Alt. 3	4c		40,603	637	45,000 <sup>00</sup>
Total Section 3			40,603	637	\$ 45,000 <sup>00</sup>

Summary

All Sections	Linear Feet	Trees Down	Total Price (\$)
Grand Total	243,665	2922	\$ 472,500 <sup>00</sup>

Activities in the item descriptions above are inclusive of all services described in the technical specifications shown for the item description.

I certify that this bid is made without subsequent understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the work indicated above and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Request for Bids.

Doug Williams  
Bidder Signature

Doug Williams  
Bidder Name (Print or Type)

5/11/21  
Date

Wildlands Service Inc.  
Company Name

Manager  
Bidder Title

850) 591-1993  
Telephone Number

850) 656-1313  
Fax Number

1802 Jefferson  
Address

J. McHester, FL 32317  
City State Zip

goodfives@yahoo.com  
E-mail address

Federal Employers Identification (FEID#) (Use SS# if no FEID#)



**BID SHEET 5. ADJACENT PROPERTY FIRE PROTECTION ZONE**

Alternate Bid Items— Item #: Alt. 4, Spec #: 4d

Adjacent Property	Length (LF)	SF at 200' Width	Acres	Cost per Acre (\$)	Total Price (\$)
Section 1	8,050	1,610,000	36.96	650 <sup>00</sup>	\$ 24,024 <sup>00</sup>
	8,100	1,620,000	37.19	650 <sup>00</sup>	\$ 24,173 <sup>50</sup>
	9,000	1,800,000	41.32	650 <sup>00</sup>	26,858 <sup>00</sup>
	10,850	2,170,000	49.82	650 <sup>00</sup>	32,383 <sup>50</sup>
Section 1 Total	36,000	7,200,000	165.29		\$ 107,438 <sup>50</sup>

Adjacent Property	Length (LF)	SF at 200' Width	Acres	Cost per Acre (\$)	Total Price (\$)
Section 2	5,422	1,084,400	24.89	650 <sup>00</sup>	16,178 <sup>50</sup>
	3,888	777,600	17.85	650 <sup>00</sup>	11,402 <sup>50</sup>
	1,060	212,000	4.87	650 <sup>00</sup>	3,165 <sup>50</sup>
	9,100	1,820,000	41.78	650 <sup>00</sup>	27,157 <sup>50</sup>
	15,000	3,000,000	68.87	650 <sup>00</sup>	44,765 <sup>50</sup>
	2,905	581,000	13.34	650 <sup>00</sup>	8671 <sup>00</sup>
	12,660	2,532,000	58.13	650 <sup>00</sup>	37,784 <sup>50</sup>
	3,790	758,000	17.40	650 <sup>00</sup>	11,310 <sup>00</sup>
Section 2 Total	53,825	10,765,000	247.13		\$ 151,784 <sup>50</sup>

Adjacent Property	Length (LF)	SF at 200' Width	Acres	Cost per Acre (\$)	Total Price (\$)
Section 3	18,985	3,797,000.00	87.17	650	56,640.50
Section 3 Total	18,985	3,797,000.00	87.17		\$ 56,640 <sup>50</sup>

**Summary**

All Sections	Length (LF)	SF at 200' Width	Acres	Cost per Acre (\$)	Total Price (\$)
Grand Total	108,810	21,762,000.00	499.59	650	\$ 315,883 <sup>50</sup>

Activities in the item descriptions above are inclusive of all services described in the technical specifications shown for the item description.

I certify that this bid is made without subsequent understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the work indicated above and is in all respects fair and without collusion or

fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Request for Bids.

Doug Ullrich  
Bidder Signature

5/11/21  
Date

Doug Williams  
Bidder Name (Print or Type)

Wildlands Security  
Company Name

Manager  
Bidder Title

1862 Jefferson Rd  
Address

(850) 591-1993  
Telephone Number

J. H. 364 FL 32317  
City State Zip

(800) 656-1313  
Fax Number

goodfries@yahoo.com  
E-mail address

Federal Employers Identification (FEID#) (Use SS# if no FEID#)

## BID SHEET 6. ROAD RESTORATION

Alternate Bid Items— Item #: Alt. 5, Spec #: 4e

### Road Restoration Summary

Section	Length (LF)	Loads of Dirt	Loads of Rock	Dirt + Install (\$)	Rock + Install (\$)	Debris Removal (\$)	Total Price (\$)
Section 1	12135	95	48	47,500	46,000	13,000 <sup>00</sup>	106,500 <sup>00</sup>
Section 2	23960	200	98	120,000	98,000	28,000 <sup>00</sup>	246,000
Section 3	3105	35	6	21,000	6,000	6,000 <sup>00</sup>	33,000
Grand Total	39200	330	152	\$188,500	\$150,000	\$47,000 <sup>00</sup>	\$385,500

### Section 1

Damaged Roads	Length (LF)	Loads of Dirt	Loads of Rock	Dirt + Install (\$)	Rock + Install (\$)	Debris Removal (\$)	Total Price (\$)
#1	535	4	2	2400 <sup>00</sup>	2000 <sup>00</sup>	1000 <sup>00</sup>	5400 <sup>00</sup>
#2	290	3	2	1800 <sup>00</sup>	2000 <sup>00</sup>	500 <sup>00</sup>	4300 <sup>00</sup>
#3	1620	13	6	7800 <sup>00</sup>	6000 <sup>00</sup>	2000 <sup>00</sup>	15,800 <sup>00</sup>
#4	940	8	4	4800 <sup>00</sup>	4000 <sup>00</sup>	1000 <sup>00</sup>	9800 <sup>00</sup>
#5	1230	9	5	5400 <sup>00</sup>	5000 <sup>00</sup>	1000 <sup>00</sup>	11,400 <sup>00</sup>
#6	3530	27	13	16,200 <sup>00</sup>	13,000 <sup>00</sup>	3000 <sup>00</sup>	32,200 <sup>00</sup>
#7	1090	8	4	4800 <sup>00</sup>	4000 <sup>00</sup>	1000 <sup>00</sup>	9800 <sup>00</sup>
#8	1630	13	7	7800 <sup>00</sup>	7000 <sup>00</sup>	1000 <sup>00</sup>	15,800 <sup>00</sup>
#9	1270	10	5	6000 <sup>00</sup>	5000 <sup>00</sup>	1000 <sup>00</sup>	12,000 <sup>00</sup>
Total Section 1	12135	95	48	57,000	48,000	11,500	116,500

### Section 2

Damaged Roads	Length (LF)	Loads of Dirt	Loads of Rock	Dirt + Install (\$)	Rock + Install (\$)	Debris Removal (\$)	Total Price (\$)
#10	1395	11	5	6600	5000	1000	12,600
#11	1490	12	6	7200	6000	1000	14,200
#12	45	1	0	21,000 <sup>00</sup>	0	500	27,500
#13	730	6	3	3600	3000	500	7,100
#14	545	5	2	3000	2000	500	5,500
#15	3225	25	12	15,000	12,000	2000	29,000
#16	975	8	4	4800	4,000	1000	9800

Damaged Roads	Length (LF)	Loads of Dirt	Loads of Rock	Dirt + Install (\$)	Rock + Install (\$)	Debris Removal (\$)	Total Price (\$)
#17	470	4	2	2400	2000	700	5100
#18	525	5	2	3000	2000	700	5700
#19	610	5	2	3000	2000	700	5700
#20	505	5	2	3000	2000	700	5700
#21	410	4	2	2400	2000	700	5100
#22	545	5	2	3000	2000	700	5700
#23	480	4	2	2400	2000	700	5100
#24	335	3	2	1800	2000	700	4500
#25	815	7	4	4200	4000	700	8900
#26	625	6	3	3600	3000	700	7300
#27	580	5	2	3000	2000	700	5700
#28	995	8	4	4800	4000	700	9500
#29	890	7	4	4200	4000	700	8900
#30	815	7	4	4200	4000	700	8900
#31	500	4	2	2400	2000	700	5100
#32	570	5	2	3000	2000	700	5700
#33	620	6	3	3600	3000	700	7300
#34	495	4	2	2400	2000	700	5100
#35	1175	9	5	5400	5000	700	11,100
#36	395	3	2	1800	2000	700	4500
#37	1670	13	7	7800	7000	700	15,500
#38	945	8	4	4800	4000	700	9500
#55	585	5	2	3000	2000	700	5700
<b>Total Section 2</b>	<b>23960</b>	<b>200</b>	<b>98</b>				

Continued on next page

Section 3

Damaged Roads	Length (LF)	Loads of Dirt	Loads of Rock	Dirt + Install (\$)	Rock + Install (\$)	Debris Removal (\$)	Total Price (\$)
#39	475	4	2	2400	2000	500	4900
#40	225	3	1	1800	1000	500	3300
#41	190	2	0	1200	0	500	1700
#42	175	2	0	1200	0	500	1700
#43	110	2	0	1200	0	500	1700
#44	180	2	0	1200	0	500	1700
#45	145	2	0	1200	0	500	1700
#46	160	2	0	1200	0	500	1700
#47	235	2	1	1200	1000	500	2700
#48	335	3	2	1800	2000	500	4300
#49	140	2	0	1200	0	500	1700
#50	130	2	0	1200	0	500	1700
#51	110	2	0	1200	0	500	1700
#52	160	1	0	600	0	500	1100
#53	75	1	0	600	0	500	1100
#54	180	2	0	1200	0	500	1700
#56	80	1	0	600	0	500	1100
<b>Total Section 3</b>	<b>3105</b>	<b>35</b>	<b>6</b>	<b>21,000</b>	<b>6000</b>	<b>8500</b>	<b>35,500</b>

Activities in the item descriptions above are inclusive of all services described in the technical specifications shown for the item description.

I certify that this bid is made without subsequent understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the work indicated above and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Request for Bids.

Doug Williams  
 Bidder Signature  
Doug Williams  
 Bidder Name (Print or Type)  
Manager  
 Bidder Title

5/11/21  
 Date  
Wildland Services  
 Company Name  
1862 Jefferson Ave  
 Address  
Tallahassee FL 32317

Northwest Florida Beaches International Airport  
Bid Proposal Form

Mitigation Implementation Project  
ZHA Incorporated

854 591-1993  
Telephone Number

1862 Tallahassee FL 32317  
City State Zip

854 656-1313  
Fax Number

gad@ros-yahoo.com  
E-mail address

Federal Employers Identification (FEID#) (Use SS# if no FEID#)

**BID SHEET 7. PRESCRIBED BURNING – ADDITIONAL ACREAGE**

**Alternate Bid Items**

Item #	Spec. #	Item Description	Unit	Total Quantity	Unit Price (\$)
Alt. 6.1	4f, 2.0	Prescribed Burning (ground ignition)	AC	<100	80
			AC	100 – 500	75
			AC	500 – 1000	75
			AC	1000 – 2500	75
			AC	>2500	75
Alt. 6.2	4f, 2.0	Prescribed Burning (aerial ignition)	AC	<100	125
			AC	100 – 500	100
			AC	500 – 1000	85
			AC	1000 – 2500	85
			AC	>2500	80

Activities in the item descriptions above are inclusive of all services described in the technical specifications shown for the item description.

I certify that this bid is made without subsequent understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the work indicated above and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Request for Bids.

Doug Williams  
Bidder Signature

Doug Williams  
Bidder Name (Print or Type)

Manager  
Bidder Title

(850) 591-1993  
Telephone Number

(850) 656-1313  
Fax Number

[REDACTED]  
Federal Employers Identification (FEID#) (Use SS# if no FEID#)

5/11/21  
Date

Wildlands Service, Inc.  
Company Name

1862 Jefferson Rd  
Address

Tallahassee FL 32317  
City State Zip

goodfire@yahoo.com  
E-mail address

**BID SHEET 8. REFRESH EXISTING FIREBREAKS**

**Alternate Bid Items**

Item #	Spec. #	Item Description	Unit	Total Quantity	Unit Price (\$)
Alt. 7	4g	Refresh Existing Firebreaks	AC	<1	700
			AC	1 - 5	600
			AC	6 - 10	600
			AC	>10	600

Activities in the item descriptions above are inclusive of all services described in the technical specifications shown for the item description.

I certify that this bid is made without subsequent understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the work indicated above and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Request for Bids.

Day Williams  
Bidder Signature

Day Williams  
Bidder Name (Print or Type)

Manager  
Bidder Title

833-591-1993  
Telephone Number

( )  
Fax Number

[REDACTED]  
Federal Employers Identification (FEID#) (Use SS# if no FEID#)

5/11/21  
Date

Wildlands Service Inc.  
Company Name

1802 Jefferson Ave  
Address

Tallahassee FL 32317  
City State Zip

goodfellow@yachow.com  
E-mail/Address



**TRENCH SAFETY ACT CERTIFICATION**  
**(Under Chapter 553, Florida Statutes)**

Bidder recognizes that this Contract includes work for trench excavation in excess of five feet deep. Bidder acknowledges the requirement set forth in Section 553.63 of the Florida Statutes titled Trench Safety Act. Bidder certifies that the required trench safety standards will be in effect during the period of construction of the Project and Bidder agrees to comply with all such required trench safety standards.

The amount of \_\_\_\_\_ dollars ( ) has been separately identified for the cost of compliance with the required trench safety standards; said amount is included within the Contract Price.

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

## Qualifications Forms

**SIMILAR PROJECTS (Add additional pages as needed. Contacts included will be used as work references)**

**COMPLETED PROJECT:**

AGENCY/COMPANY: Northwest Florida Beaches International Airport

CONTACT: Ashley Griffin Rick Nellis TELEPHONE: 850-230-1882

START DATE: Nov. 2013 COMPLETION DATE: May 2020  
(month/year) (month/year)

TOTAL ACRES BURNED: 21,500

TOTAL ACRES ROLLER CHOPPED: 350 acres

IGNITION METHOD USED (AERIAL/GROUND): Ground

DESCRIPTION OF STAND TYPE/FUEL LEVEL WHERE WORK OCCURED \_\_\_\_\_

Pine stands, titi/gallberry, coastal marshes  
mesic flatwoods

PERSONNEL ASSIGNED TO PROJECT INCLUDING CERTIFIED BURN

MANAGER(S), BURN TECHNICIANS, WILDLAND ENGINE OPERATORS,

TRACTOR/PLOW OPERATORS, ETC: Doug Scott, Harper  
Harway, Roy Rowan, Donnie Johnson, Heath Parker  
Doug Williams, Tommy Spencer, Kenneth Harvey,  
Sam Strickland, Michael Seals, David Hagrefe  
Bruce Hagrefe, Mark Ventry

**COMPLETED PROJECT:**

AGENCY/COMPANY: Suwannee River Water Management District

CONTACT: Scott Gray TELEPHONE: 386-362-9130

START DATE: Dec 2004 COMPLETION DATE: May 2020  
(month/year) (month/year)

TOTAL ACRES BURNED: 67,000

TOTAL ACRES ROLLER CHOPPED: 100

IGNITION METHOD USED (AERIAL/GROUND): ground, aerial

DESCRIPTION OF STAND TYPE/FUEL LEVEL WHERE WORK OCCURED Planted stands, Swamps, titi/gallberry  
marshes

PERSONNEL ASSIGNED TO PROJECT INCLUDING CERTIFIED BURN  
MANAGER(S), BURN TECHNICIANS, WILDLAND ENGINE OPERATORS,  
TRACTOR/PLOW OPERATORS, ETC: Doug Scott

Doug Williams Harper Hanway,  
Ray Rowan, Tommy Spencer  
Heath Parker, Sam Strickland,  
Michael Sauls, Kenneth Harvey

**COMPLETED PROJECT:**

AGENCY/COMPANY: Florida State Parks & FL Greenways & Trails

CONTACT: Parks Small TELEPHONE: 850-245-2361

START DATE: March, 2009 COMPLETION DATE: May 2020  
(month/year) (month/year)

TOTAL ACRES BURNED: 3300

TOTAL ACRES ROLLER CHOPPED: \_\_\_\_\_

IGNITION METHOD USED (AERIAL/GROUND): ground

DESCRIPTION OF STAND TYPE/FUEL LEVEL WHERE WORK OCCURED natural stands, coastal marshes,  
swamps, titi/gallberry

PERSONNEL ASSIGNED TO PROJECT INCLUDING CERTIFIED BURN  
MANAGER(S), BURN TECHNICIANS, WILDLAND ENGINE OPERATORS,  
TRACTOR/PLOW OPERATORS, ETC: Doug Scott, Doug Williams  
David Hogrefe, Brooke Hogrefe  
Tommy Spencer, Bill Peters  
Heath Parker, Ray Rowan  
Bruce Harvey

## Qualifications Forms

**SIMILAR PROJECTS (Add additional pages as needed. Contacts included will be used as work references)**

### **COMPLETED PROJECT:**

AGENCY/COMPANY: Florida Fish and Wildlife Commission  
CONTACT: Nette Bunting TELEPHONE: 850-827-2349  
START DATE: December 2012 COMPLETION DATE: July 2018  
(month/year) (month/year)

TOTAL ACRES BURNED: 4500

TOTAL ACRES ROLLER CHOPPED: \_\_\_\_\_

IGNITION METHOD USED (AERIAL/GROUND): ground

DESCRIPTION OF STAND TYPE/FUEL LEVEL WHERE WORK OCCURED \_\_\_\_\_

coastal pine stands, marshes, f.t. / gullberry

PERSONNEL ASSIGNED TO PROJECT INCLUDING CERTIFIED BURN  
MANAGER(S), BURN TECHNICIANS, WILDLAND ENGINE OPERATORS,  
TRACTOR/PLOW OPERATORS, ETC: Doug Scott

Roy Rowan, Doug Williams, Heath Parker  
Tommy Spencer, Bill Peters  
Sam Strickland, David Hogrefe  
Breake Hogrefe

### **COMPLETED PROJECT:**

AGENCY/COMPANY: Northwest Florida Water Management District  
CONTACT: Tyler Macmillan TELEPHONE: 850-539-5999  
START DATE: July 2004 COMPLETION DATE: May 2020  
(month/year) (month/year)

TOTAL ACRES BURNED: 8500

TOTAL ACRES ROLLER CHOPPED: \_\_\_\_\_

IGNITION METHOD USED (AERIAL/GROUND): ground

DESCRIPTION OF STAND TYPE/FUEL LEVEL WHERE WORK OCCURED \_\_\_\_\_

longleaf slash, plantations, titi  
gallberry, swamps

PERSONNEL ASSIGNED TO PROJECT INCLUDING CERTIFIED BURN

MANAGER(S), BURN TECHNICIANS, WILDLAND ENGINE OPERATORS,

TRACTOR/PLOW OPERATORS, ETC: Doug Scott, Glenn Hill

Roy Rader, Harper Haraway,

Doug Williams, Tommy Spencer

Kenneth Harvey, Bill Peters

Bill Clark, Michael Sank, Sam Strickland

**COMPLETED PROJECT:**

AGENCY/COMPANY: Centerville Conservation Community

CONTACT: Keith Parker

TELEPHONE: 850-843-1335

START DATE: January, 2006  
(month/year)

COMPLETION DATE: July, 2019  
(month/year)

TOTAL ACRES BURNED: 9100

TOTAL ACRES ROLLER CHOPPED: \_\_\_\_\_

IGNITION METHOD USED (AERIAL/GROUND): ground

DESCRIPTION OF STAND TYPE/FUEL LEVEL WHERE WORK OCCURED \_\_\_\_\_

longleaf, natural stands, swamps

PERSONNEL ASSIGNED TO PROJECT INCLUDING CERTIFIED BURN

MANAGER(S), BURN TECHNICIANS, WILDLAND ENGINE OPERATORS,

TRACTOR/PLOW OPERATORS, ETC: Perry Scott, Ray Korian

Heath Parker, Bill Peters, Tommy Spencer

Sam Strickland, Corey Miller, T.J. Russell

Kenneth Harvey

## Qualifications Forms

**SIMILAR PROJECTS (Add additional pages as needed. Contacts included will be used as work references)**

**COMPLETED PROJECT:**

AGENCY/COMPANY: U.S. Forest Service + U.S. Fish + W. Life Service

CONTACT: Steve Parrish TELEPHONE: 880-523-8600

START DATE: June, 2000 COMPLETION DATE: May, 2020  
(month/year) (month/year)

TOTAL ACRES BURNED: 10,000

TOTAL ACRES ROLLER CHOPPED: \_\_\_\_\_

IGNITION METHOD USED (AERIAL/GROUND): ground

DESCRIPTION OF STAND TYPE/FUEL LEVEL WHERE WORK OCCURED \_\_\_\_\_

Southern rough, wildfire burnouts  
assisted in 23 states over 20 years

PERSONNEL ASSIGNED TO PROJECT INCLUDING CERTIFIED BURN Okefenokee NWR  
Brz Cypress  
National  
Forests

MANAGER(S), BURN TECHNICIANS, WILDLAND ENGINE OPERATORS,

TRACTOR/PLOW OPERATORS, ETC: Doug Scott, Glenn Hill

Rory Rowan, Doug Williams, David  
Hogrefe, Brooke Hogrefe, Adam  
Wright, Buddy Wood, Allan Hallman  
Victor Whayman, Heath Parker

**COMPLETED PROJECT:**

AGENCY/COMPANY: Mitigation Development Services Jacksonville

CONTACT: Bill Schroeder TELEPHONE: 904-536-3388

START DATE: August, 2012 COMPLETION DATE: March, 2019  
(month/year) (month/year)

TOTAL ACRES BURNED: 4500



TOTAL ACRES ROLLER CHOPPED: \_\_\_\_\_

IGNITION METHOD USED (AERIAL/GROUND): ground

DESCRIPTION OF STAND TYPE/FUEL LEVEL WHERE WORK OCCURED \_\_\_\_\_

Mitigation Bank - Fishtail Swamp, St. Marks Pond  
Longleaf Mitigation, planted stands, swamps

PERSONNEL ASSIGNED TO PROJECT INCLUDING CERTIFIED BURN

MANAGER(S), BURN TECHNICIANS, WILDLAND ENGINE OPERATORS,

TRACTOR/PLOW OPERATORS, ETC: Doug Scott, Roy Rowan

Heath Parker, Doug Williams, Glenn Hill

Bill Peters, Tommy Spencer, Saul Irwin

**COMPLETED PROJECT:**

AGENCY/COMPANY: \_\_\_\_\_

CONTACT: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

START DATE: \_\_\_\_\_ COMPLETION DATE: \_\_\_\_\_  
(month/year) (month/year)

TOTAL ACRES BURNED: \_\_\_\_\_

TOTAL ACRES ROLLER CHOPPED: \_\_\_\_\_

IGNITION METHOD USED (AERIAL/GROUND): \_\_\_\_\_

DESCRIPTION OF STAND TYPE/FUEL LEVEL WHERE WORK OCCURED \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## SUB-CONTRACTOR DOCUMENTATION

Please list the name, address (base of operation), and telephone number of sub-contractors you plan to use to accomplish services/tasks. Also, list the type of task they will be conducting. The use of sub-contractors must be approved by the Airport's Prescribed Fire Project Manager.

Coastal Helicopter 850 769-6117

**PRESCRIBED FIRE INFORMATION**

Provide information on all current company employees who are Florida Certified Prescribed Burn Managers and will be used as part of an available burn crew (add additional pages if needed).

Name	Current Florida Certification Number	Number of Florida Notice of Violations received in past 3 years	# of Florida burn authorizations obtained since January 2014 for aerial burning	Average size (acres) of aerial burns managed in Florida since January 2014	# of Florida burn authorizations obtained since January 2014 for ground burning (not pile burning)	Average size (acres) of ground burns managed in Florida since January 2014
Doug Scott	19870086	1	5	900	344	160
Doug Williams	19870085	0	0		65	140
Donnie Johnson	20070711	0	0		25	125
Bill Foster	19870138	0	0		15	110
Ray Rowan	20084669	0	0		10	95
Harper Hancuay	20063696	0	0		205	80
David Hagrete	20124343	0	1	400	303	105

Please provide information on all current company employees who will be used as burn technicians or equipment operators and will be part of an available burn crew (add additional pages if needed).

Name	# of year's crew member has been employed by your firm?	What are the duties of this crew member? 1= Burn Technician; 2= Wildland Engine Operator; 3= Tractor Plow Operator; 4= All of the above.	Years of experience as a Prescribed Burn Technician in Florida	Years of experience as a Wildland Engine Operator in Florida	Years of experience as a Tractor Plow Operator in Florida
Doug Scott	13	1, 2	37	37	12
Doug Williams	20	4	37	37	16
Ray Rowan	11	4	11	11	11
Kenneth Harvey	14	4	16	16	14
Bill Peters	15	4	36	36	36
Jim Garrison	15	4	31	31	3

Please provide information on all current company employees who will be used as burn technicians or equipment operators and will be part of an available burn crew (add additional pages if needed).

Name	# of year's crew member has been employed by your firm?	What are the duties of this crew member? 1= Burn Technician; 2= Wildland Engine Operator; 3= Tractor Plow Operator; 4= All of the above.	Years of experience as a Prescribed Burn Technician in Florida	Years of experience as a Wildland Engine Operator in Florida	Years of experience as a Tractor Plow Operator in Florida
Heath Parker	8	4	8	8	5
Jack Plaster	12	1, 2, 3	12	12	0
Jeremy Willoughby	10	1, 2, 3	10	10	0
Saul Irvin	11	4	33	33	33
Matt Weickmiller	11	4	33	33	33
Hazen Mitchell	13	1, 2, 3	16	16	0

Please provide information on all current company employees who will be used as burn technicians or equipment operators and will be part of an available burn crew (add additional pages if needed).

Name	# of year's crew member has been employed by your firm?	What are the duties of this crew member? 1= Burn Technician; 2= Wildland Engine Operator; 3= Tractor Plow Operator; 4= All of the above.	Years of experience as a Prescribed Burn Technician in Florida	Years of experience as a Wildland Engine Operator in Florida	Years of experience as a Tractor Plow Operator in Florida
Chuck Harris	12	4	20	20	20
Opal Fulton	12	4	19	19	19
Greg Curry	11	4	16	16	16
Tommy Spencer	12	1, 2, 3	35	35	0
David Baldwin	5	4	8	8	8
Richard Smith	11	4	16	16	16

Please provide information on all current company employees who will be used as burn technicians or equipment operators and will be part of an available burn crew (add additional pages if needed).

Name	# of year's crew member has been employed by your firm?	What are the duties of this crew member? 1= Burn Technician; 2= Wildland Engine Operator; 3= Tractor Plow Operator; 4= All of the above.	Years of experience as a Prescribed Burn Technician in Florida	Years of experience as a Wildland Engine Operator in Florida	Years of experience as a Tractor Plow Operator in Florida
Harper Hanway	2	1, 2, 3	17	7	0
Milton Shuler	16	4	28	28	28
Brian Pinson	5	1, 2, 3	14	14	0
David Hogrefe	5	1, 2, 3	13	13	0
Broder Hogrefe	5	1, 2, 3	8	8	0
John Briscoe	16	4	28	28	28

Please document the following information that pertains to your firm's abilities and work expectations:

List the number of **fully staffed\*** burn crews (both personnel and equipment) your firm has the ability to put to work at the same time on any available burn day throughout the year.

3

**\*fully staffed** burn crews include: one certified Burn Manager (with/without ATV), two technicians (with ATV's) for firing, monitoring, etc., one NWCG type 6 engine with operator, and one NWCG type 4 tractor/plow with operator (2 engines if burn size is greater than 150 acres).



# PROJECT MANUAL



**NORTHWEST FLORIDA**  
BEACHES INTERNATIONAL AIRPORT

**SCOPE OF WORK & TECHNICAL SPECIFICATIONS**  
**NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT**  
**PANAMA CITY, FLORIDA**

**Panama City – Bay County Airport and Industrial District  
Northwest Florida Beaches International Airport  
Off-site Mitigation Plan Implementation**

**Project Manual  
Scope of Work and Technical Specifications**

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## **Project Manual**

### **Scope of Work and Technical Specifications**

#### **1.0 GENERAL**

The WORK to be performed by CONTRACTOR comprises the furnishing of all professional and technical services, labor, equipment, and materials (except equipment and materials specified as furnished by others), and all other functions and operations including, but not limited to, permit review and comprehension, related services, and surveying as necessary and required to accomplish the Mitigation Implementation WORK all strictly in accordance with all requirements of the CONTRACT and *Panama City – Bay County International Airport Relocation Final Mitigation Plan* (MITIGATION PLAN). If quantities, schedule, or other specifications differ between the CONTRACT and the MITIGATION PLAN, the CONTRACT supersedes.

#### **1.1 WORK INCLUDED**

The WORK includes providing all labor, materials, machinery, tools, equipment, and other means of implementation necessary and incidental to the completion of the WORK at the Northwest Florida Beaches International Airport (NWFBI) Mitigation Area (MITIGATION AREA). Implementation of mitigation WORK and all associated WORK under the CONTRACT shall be performed in accordance with the MITIGATION PLAN dated October 2006, provisions contained within the CONTRACT, and all items found within the CONTRACT Figures, Tables, and Technical Drawings.

The WORK under the CONTRACT shall include, but not be limited to, performing all WORK described in the Specifications and as amended herein by Sections 2.0 – Prescribed Burning and 3.0 – Optional Work.

#### **1.2 ENVIRONMENTAL REQUIREMENTS**

All WORK shall be performed in accordance with applicable sections and regulations of the following: Florida Department of Environmental Protection (FDEP) Wetland Resource Permit and Ecosystem Management Agreement # 03-0212186-004-DF and U.S. Army Corps of Engineers (USACE) Section 404 Permit # SAJ-2001-5264 (IP-GAH), which reference, include, and incorporate a plan for mitigating the environmental impacts associated with NWFBI construction (MITIGATION PLAN). WORK shall also conform to requirements as provided in the Conservation Easement and Amended Conservation Easement. Permits, Conservation Easement, and MITIGATION PLAN are attached as Appendix A and incorporated by reference.

There shall be no storage or stockpiling of tools, equipment, or materials, including but not limited to lubricants, gasoline, lumbar, machinery, etc., within federal and state wetlands and waters. Petroleum products, pesticides, and other contaminants shall be isolated and contained to prevent runoff in case of a spill. Spills shall be immediately cleaned up. Spill kits shall be retained on-site during all construction activities. Portable toilet facilities shall be provided for all construction activities and their usage strongly encouraged. A CONTRACTOR competent in repair and service shall maintain these facilities in operating condition. On-site waste disposal is not allowed or authorized under any circumstances. Construction debris (trash, garbage, etc.) shall be removed from the MITIGATION AREA within 14 days of completion of the WORK. Construction equipment shall not be repaired or refueled within federal and state wetlands and waters. All material used as fill for construction shall be clean material (including but not limited to soil, sand, shell, gravel, rock, etc.) and shall not be contaminated with exotic or nuisance vegetation, garbage, trash, tires, hazardous materials, toxic materials, or other materials not suitable for construction within or adjacent to federal and state wetlands and waters.

Following the WORK in any off-site or on-site area known to harbor, or potentially harbor, nuisance and exotic species populations, the CONTRACTOR shall undergo decontamination procedures to remove mud, dirt, and plants from project equipment to prevent dispersal of nuisance and exotic species materials. The CONTRACTOR shall designate up to two (2) upland cleaning locations per parcel following location approval by the (Qualified Mitigation Supervisor) QMS within which all equipment shall be cleaned (preferably with a pressure washer at least 2,000 PSI). These cleaning locations will be monitored by the CONTRACTOR, who will notify the QMS immediately of any invasive species growth in these areas. The

CONTRACTOR should focus on education of all individuals working on the MITIGATION AREA regarding recognition and dispersal methods of nuisance and exotic species. Any new invasive species locations should be recorded and reported immediately to the QMS.

CONTRACTOR shall become familiar with all aspects and requirements of the permits and shall be fully responsible for ensuring that all WORK performed by it and its subcontractors, if any, under the CONTRACT is in full compliance with the requirements contained therein. Failure on the part of the CONTRACTOR to study and review such requirements shall not constitute a waiver of its responsibility to comply with the permits.

1.3 WORK NOT INCLUDED

Related WORK items to be performed by others and not part of this CONTRACT include, but are not limited to:

- a. General Aviation area development.
- b. Commercial and pre-commercial timber thinning and harvesting.
- c. QMS related tasks, including quantitative monitoring and reporting, agency coordination, and communication.

1.4 MOBILIZATION

As needed for proper performance and completion of the WORK, all work includes mobilization which shall include but not be limited to, all items necessary to complete the WORK, including the following principal items as appropriate for the WORK:

- a. Establish a communication plan, safety and health plan, and security plan.
- b. Provide on-site sanitary facilities and potable water facilities, if necessary.
- c. Submit all required insurance certificates and bonds.
- d. Obtain all required permits.
- e. Post all OSHA, Department of Labor, FDEP, and all other required notices.
- f. Arrange and designate CONTRACTOR's staging and parking areas, if necessary.
- g. Have CONTRACTOR's project manager or superintendent on-site during WORK operations.
- h. Move appropriate equipment to the site necessary for WORK operations.
- i. Ensure that decontamination procedures are conducted on equipment before moving on to the WORK site or MITIGATION AREA, as appropriate. Mud, dirt, and plant parts will be cleaned from equipment to prevent introduction of nuisance and exotic species.

1.5 QUALITY ASSURANCE

The CONTRACTOR shall be responsible for:

- a. Conducting a conference on the MITIGATION AREA with the QMS and the LANDOWNER, as appropriate, prior to initiating operations. QMS will review goals and objectives of the MITIGATION PLAN and associated tasks with the CONTRACTOR.
- b. Having a representative available for minimum bi-weekly site visits with the QMS and LANDOWNER, when available, during operations to assist in assuring that the goals and objectives of the MITIGATION PLAN are followed.
- c. Marking and delineation of the project boundaries and specifications on the WORK site and MITIGATION AREA, which are to be the sole responsibility of the CONTRACTOR.
- d. Obtaining all licenses and/or permits necessary to undertake the WORK and individual tasks.
- e. Ensuring that Transportation while on the MITIGATION AREA and on public roadways adheres to all Florida Department of Transportation (FDOT) and federal motor vehicle standards.
- f. Determining and implementing the necessary and proper use of all Personal Protective Equipment (PPE) and equipment for each task.
- g. Identifying effective treatment areas and areas that may need additional treatment in consultation with the QMS, following task completion.

## 1.6 PROJECT CONDITIONS

- a. The CONTRACTOR shall be solely responsible for any damages resulting from the actions of the CONTRACTOR to any roadways, forest resources, wetland or upland systems, and other individuals or property, within and beyond the areas defined in the CONTRACT.
- b. At the end of the CONTRACT time, inspection of the site shall be made by the QMS upon written notice requesting such inspection, submitted by the CONTRACTOR at least five (5) business days before the anticipated inspection. All defects to the WORK discovered shall be repaired or replaced by the CONTRACTOR within 30 days and before Final Acceptance is granted. In addition, the project area shall have been thoroughly cleaned and any equipment, unused materials, deleterious materials, and surplus materials removed. The CONTRACTOR shall also have corrected any damaged structures or vegetation altered as a result of the work prior to final acceptance.

## 2.0 PRESCRIBED BURNING

The WORK to be performed by the CONTRACTOR comprises the furnishing of all professional and technical services, labor, equipment and materials (except equipment and materials specifically identified as furnished by others), and all other functions and operations including, but not limited to permit review and comprehension, equipment, materials, supplies, related services, and surveying as necessary and required to accomplish the Prescribed Burning WORK strictly in accordance with all requirements of the CONTRACT.

## 2.1 RELATED DOCUMENTS

- a. All specifications and general provisions of the CONTRACT, including Special Provisions found in "Exhibit B", are applicable to this section.
- b. All Figures and Tables found in Appendices A - D are applicable to this section.
- c. The WORK described in this section must be done in accordance with FDEP Wetland Resource Permit and Ecosystem Management Agreement # 03-0212186-004-DF, USACE Section 404 Permit # SAJ-2001-5264 (IP-GAH), and the NWFBI MITIGATION PLAN.
- d. Florida Division of Forestry (FDOF) Silviculture Best Management Practices.

## 2.2 SUMMARY OF WORK

This section specifies the implementation of late dormant season or early growing season and prescribed burns. Late dormant/early growing season burns would be conducted on approximately 2,309 acres in 2021-2022. In 2022-2023, late dormant/early growing season burns would be conducted on approximately 2,398 acres. In 2023-2024, late dormant/early growing season burns would be conducted on approximately 2,490 acres. Generally, treatment would be completed prior to the end of the respective season. Additional two years of prescribed burns can be included at the option of the airport and would include 2024-2025, late dormant/early growing season burns would be conducted on approximately 2,403 acres and 2025-2026, late dormant/early growing season burns would be conducted on approximately 2,407 acres.

## 2.3 SUBMITTALS

- a. Prior to each burn, the CONTRACTOR will be responsible for submitting a specific burn plan acceptable to the QMS, FDOF, and the LANDOWNER that will meet the goals and objectives of the MITIGATION PLAN. The burn plan will, at minimum, will indicate the acceptable range of temperature, relative humidity, dispersion index (daytime and night), surface wind, transport wind, wind directions, Keetch-Byram Drought Index (KDBI), 1-hour fuel moisture, 10-hour fuel moisture and 100 hour fuel moisture. The burn plan will also include, at minimum, the percentage of maximum allowable overstory scorch, type of firing techniques and ignition methods to be used, manpower and equipment needs, nearby smoke sensitive areas, a smoke screen analysis, and a description of the stand fuels. The DOF customer number and Certification number are also to be provided.
- b. After each completed burn, the CONTRACTOR will provide the QMS and the LANDOWNER with a post burn evaluation which consists of a brief report indicating the success of the burn within five (5) business days of the burn completion. The post burn evaluation will provide the observed conditions for the prescribed burn, which include at minimum, the burn unit name, burn

authorization number, the number of acres proposed for prescribed fire in each burn unit, the total acreage and percent of each management unit actually burned, maximum temperature, wind direction, wind speed, minimum relative humidity, mixing height, transport wind direction and speed, dispersion range (day and night), actual burn start time, time and date the burn was declared out, whether the burn is expected to achieve mitigation objectives, main firing techniques utilized, ignition method, whether all aspects of the prescribed burn were conducted within the prescription, and actual spot weather conditions on the burn site during the ignition phase.

#### 2.4 QUALITY ASSURANCE

- a. CONTRACTOR will conduct conference on the MITIGATION AREA and project site with the QMS prior to initiating operations. QMS will review goals and objectives of the MITIGATION PLAN with the CONTRACTOR.
- b. QMS will conduct minimum bi-weekly site visits during operations to assist in assuring that the goals and objectives of the MITIGATION PLAN are followed.
- c. After task completion, CONTRACTOR will be responsible for identifying effective prescribed burn areas, areas that may need additional treatment, and reasons for ineffective prescribed burning in consultation with the QMS.

#### 2.5 TASK IMPLEMENTATION

A list of the acreages of areas to be burned by management unit and year are shown in Table 1 in Appendix B. The management units corresponding to the acreages in this table shown in Figure 1-1 thru 1-5 in Appendix A. Any provision(s) not outlined in the MITIGATION PLAN or this section (including additional site preparation), must be identified by the CONTRACTOR with concurrence by the QMS prior to task initiation.

- a. Prescribed burns will be conducted for mitigation and fuel reduction purposes.
- b. Burn units must be completed on a basis of priority rather than according to difficulty of burn. Upon execution of the CONTRACT, the CONTRACTOR will be provided a set of Task Lists, which are anticipated to be similar to, but not exactly mirror, the list of acreages provided in Table 1. Prescribed burning will be completed in the order as indicated on the Task List(s) provided. Multiple management units are anticipated for burning at one event to provide larger acreages, greater efficiency, and lower costs per burn. CONTRACTOR, QMS, and/or LANDOWNER (when appropriate) will agree to the burn priority and schedule based on weather and fuel conditions.
- c. The CONTRACTOR must have a Florida Certified Prescribed Burn Manager to plan, coordinate, and manage the prescribed burn. The CONTRACTOR's burn boss will write the burn plan and obtain burn authorization from the Florida Division of Forestry prior to and on the day of the burn.
- d. The prescribed burn plan shall be in accordance with Florida Statutes (FS) Chapter 590.125(3) "Certified Prescribed Burner," and Florida Administrative Code (FAC) 5I.2.006(2) "Open Burning for Certified Burn Managers". Draft burn plans shall be delivered to and approved by the QMS and LANDOWNER with sufficient time to evaluate prior to the burn, ten (10) business days at minimum.
- e. The CONTRACTOR's prescribed burn boss shall maintain a Prescribed Burner Certification by the State of Florida Division of Forestry and maintain compliance with all Certified Burner Statutes (FS 590.125, FAC 5I-2, etc.). The CONTRACTOR's prescribed burn boss shall have participated on at least ten (10) prescribed burns, in addition to having Florida Prescribed Burner Certification, and shall be present on site at all times during burning operations.
- f. The CONTRACTOR shall provide all fire fighting equipment and not be dependent on Florida Division of Forestry standby. The CONTRACTOR shall have at minimum one (1) Forestry grade tractor/plow on site during all burning operations.
- g. In the event of an escaped fire, the LANDOWNER and QMS will be notified immediately along with Florida Division of Forestry as per requirements. The CONTRACTOR will be responsible for all suppression and mitigation costs including costs to rehabilitate the escape area, if applicable.

- h. The QMS and/or LANDOWNER shall reserve the right to shut down the CONTRACTOR's burn operations at any time. Upon receiving notification, the CONTRACTOR shall be required to stop all ignition activities and begin mop-up and/or control activities, as necessary and required.
- i. The burn boss shall certify that the current and forecasted weather conditions meet the approved parameter ranges and that all other necessary factors are met prior to ignition. Spot weather forecasts for the nearest locations to the burn site shall be issued the day of the burn.
- j. All required personnel, equipment, firebreaks, and permits as established by law shall be obtained and established prior to ignition.
- k. The CONTRACTOR shall provide approved FDOT "Smoke" warning signs on the day of burning operations, as appropriate. The signs are to be placed on any highways or paved main roads in the vicinity of burning operations, particularly those expected to be affected by smoke. Signs should be anticipated for Hwy 388 and/or County Road 2300, but other locations could be needed when appropriate.
- l. The CONTRACTOR is responsible for determining all necessary training, equipment, machinery, materials, and PPE's required for all crew leaders and personnel to ensure safe and effective prescribed burning operations.
- m. The CONTRACTOR is responsible for obtaining all state and local burn permits and authorizations prior to conducting prescribed burning operations.
- n. The CONTRACTOR is responsible for notifying the LANDOWNER, all adjacent landowners, and the Airport operations staff prior to each burn season. The CONTRACTOR is also responsible for notifying the QMS, LANDOWNER, and Airport Operations Staff prior to and on the day of the burn.
- o. The CONTRACTOR shall coordinate the installation methods and locations of any firelines potentially needed for control with the QMS prior to burn operations. CONTRACTOR will be required to conduct all fire line preparation and fire containment measures as indicated by site conditions. It is anticipated that existing unpaved roads on site would be sufficient to provide the majority, if not all of fire control. Existing roads and other natural firebreaks will be utilized to the greatest extent possible so that only the minimum mechanical firelines deemed necessary for control will be installed. Any firelines shall be installed using the least intrusive method possible for safely implementing a prescribed burn. All firelines will be rehabilitated immediately to the prior existing grade following completion of burning operations. Refreshing firebreaks using discing or other similar methods is an option at a per acre rate.

### **3.0 ALTERNATE WORK – Bid Alternates 1 – 7**

Bid Alternates 1 through 7 (as generally described below) are considered options that may be added to this CONTRACT at a later date. OWNER retains the right to exercise the option to add any of the Bid Alternates to this CONTRACT following Award at any time within the timeframe of the CONTRACT, providing that sufficient time remains to implement the task(s). The WORK under the Bid Alternates shall be performed in the same manner as set forth in the CONTRACT. If not specifically provided in the CONTRACT, additional specifications for the Task and Bid Item will be established upon concurrence between QMS, AGENT, and CONTRACTOR.

- a. Bid Alternate 1: includes, but is not limited to, Low Water Crossing Repair.
- b. Bid Alternate 2: includes, but is not limited to, Shoreline Debris Cleanup.
- c. Bid Alternate 3: includes, but is not limited to, Stream and Ditch Repair and Cleanup.
- d. Bid Alternate 4: includes, but is not limited to, Adjacent Properties Fire Protection Zone.
- e. Bid Alternate 5: includes, but is not limited to, Road Restoration.
- f. Bid Alternate 6: includes, but is not limited to, includes, but is not limited to, prescribed burning additional acreage.
- g. Bid Alternate 7: includes, but is not limited to, refreshing existing firebreaks.

### **3a. LOW WATER CROSSING REPAIR**

The WORK to be performed by the CONTRACTOR comprises the furnishing of all professional and technical services, labor, equipment and materials (except equipment and materials specifically identified as furnished by others), and all other functions and operations including, but not limited to permit review and comprehension, equipment, materials, supplies, related services, and surveying as necessary and



required to accomplish the Low Water Crossing Repair WORK strictly in accordance with all requirements of the CONTRACT.

3a.1 RELATED DOCUMENTS

- a. All specifications and general provisions of the CONTRACT, including Special Provisions found in "Exhibit B", are applicable to this section.
- b. All Figures and Tables found in Appendices A – D are applicable to this section.
- c. The WORK described in this section must be done in accordance with FDEP Wetland Resource Permit and Ecosystem Management Agreement # 03-0212186-004-DF, USACE Section 404 Permit # SAJ-2001-5264 (IP-GAH), and the NWFBI MITIGATION PLAN.
- d. Florida Division of Forestry (FDOF) Silviculture Best Management Practices.

3a.2 SUMMARY OF WORK

This section specifies the implementation of 16 permit required low water crossing, ditch block and road and pipe removal projects and 52 existing low water crossing restoration projects located in parcels 1, 2 and 3 of the MITIGATION AREA. The permit required work includes the construction of approximately eight (8) Low Water Crossings, four (4) road removals three (3) areas of ditch filling/ditch block installation and one (1) pipe removal. The low water crossing restoration work includes the restoration of 52 existing low water crossings damaged by Hurricane Michael. The projects are listed in Table 2a and 2b, Appendix B, and the locations are depicted in Figure 2-1 and Figures 3-1 thru 3-4, Appendix A.

In some cases, the LANDOWNER may request to delay certain restoration projects until completion of silviculture management activities in specific MUs or on adjacent property. Road restoration projects in these MUs may result in delayed completion date, which will occur at the direction of the QMS, but in all cases, hydrologic restoration projects are to be completed by December 1, 2023, or the end of the contract date, whichever occurs first.

3a.3 SUBMITTALS

The CONTRACTOR shall request a provisional acceptance survey, conducted by the QMS, within ten (10) business days following installation of restoration projects. The request shall be provided by the CONTRACTOR within five (5) business days prior to the anticipated date of the inspection. The CONTRACTOR is responsible for assuring that, at the time of the provisional inspection, all restoration projects exhibit the characteristics and qualifications required by the MITIGATION PLAN, technical drawings, and specifications. Defective WORK, as determined by the QMS, shall be corrected within 15 business days of notification by the QMS.

3a.4 QUALITY ASSURANCE

- a. The CONTRACTOR will conduct a conference on the project site with the QMS following staking of restoration project grade boundaries and limits, but prior to initiating operations. QMS will review goals and objectives of the MITIGATION PLAN with the CONTRACTOR.
- b. QMS will conduct minimum bi-weekly site visits during operations to assist in assuring that the goals and objectives of the MITIGATION PLAN, technical drawings (if applicable), and specifications are followed.
- c. Restoration project operations are strongly recommended to be implemented under the supervision or coordination of an experienced forestry or general roadway construction and maintenance superintendent, in coordination with the QMS.
- d. After task completion, the CONTRACTOR will be responsible for identifying effective installation areas, areas that may need additional installation WORK, and reasons for ineffective installation in consultation with the QMS.
- e. QMS will inspect completed restoration projects to ensure that the project, as implemented, conforms to specifications and the MITIGATION PLAN.

3a.5 TASK IMPLEMENTATION

The proposed areas requiring implementation of permit required and restoration projects are shown in Figures 2-1 and 3-1 thru 3-4. A general technical drawing of restoration projects such as a Low Water Crossing, Ditch Block, and Road Removal are found in Appendix C along with general technical

descriptions for the restoration projects. All treatments will at a minimum follow all Best Management Practices (BMPs). Restoration projects will be maintained by the CONTRACTOR in working condition to CONTRACT specification until final acceptance for the site. Any provision(s) or changes not outlined in the MITIGATION PLAN or this section, must be identified by the CONTRACTOR at least fifteen (15) business days prior to task initiation, with concurrence by the QMS required prior to initiation of change, if allowed.

**3b. SHORELINE DEBRIS CLEANUP**

The WORK to be performed by the CONTRACTOR comprises the furnishing of all professional and technical services, labor, equipment and materials (except equipment and materials specifically identified as furnished by others), and all other functions and operations including, but not limited to permit review and comprehension, equipment, materials, supplies, related services, and surveying as necessary and required to accomplish the Shoreline Debris Cleanup WORK strictly in accordance with all requirements of the CONTRACT.

**3b.1 RELATED DOCUMENTS**

- a. All specifications and general provisions of the CONTRACT, including Special Provisions found in "Exhibit B", are applicable to this section.
- b. All Figures and Tables found in Appendices A – D are applicable to this section.
- c. The WORK described in this section must be done in accordance with FDEP Wetland Resource Permit and Ecosystem Management Agreement # 03-0212186-004-DF, USACE Section 404 Permit # SAJ-2001-5264 (IP-GAH), and the NWFBI MITIGATION PLAN.
- d. Florida Division of Forestry (FDOF) Silviculture Best Management Practices.

**3b.2 SUMMARY OF WORK**

This section specifies the implementation of the mitigation area shoreline cleanup. The cleanup effort will include western shorelines of parcels 2 and 3. The shoreline cleanup includes removal of debris deposited on the mitigation area shorelines by Hurricane Michael. The debris varies in size from a dock section (8 by 30 feet) to a large dredge cylinder/float (approximately 4 feet in diameter and 8 feet in height) to smaller debris varying in size from 1 to 12 inches in diameter. The shoreline restoration projects are listed in Table 3, Appendix B and the locations are depicted in Figure 4-1, Appendix A.

**3b.3 SUBMITTALS**

The CONTRACTOR shall request a provisional acceptance survey, conducted by the QMS, within ten (10) business days following completion of the shoreline cleanup work. The request shall be provided by the CONTRACTOR within five (5) business days prior to the anticipated date of the inspection. The CONTRACTOR is responsible for assuring that, at the time of the provisional inspection, all work is completed to the satisfaction of the QMS. Defective WORK, as determined by the QMS, shall be corrected within 15 business days of notification by the QMS.

**3b.4 QUALITY ASSURANCE**

- a. The CONTRACTOR will conduct a conference on the project site with the QMS following staking of shoreline cleanup project boundaries and limits, but prior to initiating operations. QMS will review goals and objectives of the CLEANUP PLAN with the CONTRACTOR.
- b. QMS will conduct minimum bi-weekly site visits during operations to assist in assuring that the goals and objectives of the CLEANUP PLAN, technical drawings (if applicable), and specifications are followed.
- d. After task completion, the CONTRACTOR will be responsible for identifying areas that may need additional WORK, in consultation with the QMS.
- e. QMS will inspect completed cleanup projects to ensure that the project, as implemented, conforms to specifications and the MITIGATION PLAN and appropriate adaptive management.

**3b.5 TASK IMPLEMENTATION**

The proposed areas requiring implementation of shoreline debris cleanup projects are shown in Figure 4-1. All work will at a minimum follow all Best Management Practices (BMPs). Cleanup projects will be maintained by the CONTRACTOR in working condition to CONTRACT specification until final

acceptance for the site. Any provision(s) or changes not outlined in the MITIGATION PLAN or this section, must be identified by the CONTRACTOR at least fifteen (15) business days prior to task initiation, with concurrence by the QMS required prior to initiation of change, if allowed.

**3c. STREAM AND DITCH REPAIR AND CLEANUP**

The WORK to be performed by the CONTRACTOR comprises the furnishing of all professional and technical services, labor, equipment and materials (except equipment and materials specifically identified as furnished by others), and all other functions and operations including, but not limited to permit review and comprehension, equipment, materials, supplies, related services, and surveying as necessary and required to accomplish the Stream and Ditch Repair WORK strictly in accordance with all requirements of the CONTRACT.

**3c.1 RELATED DOCUMENTS**

- a. All specifications and general provisions of the CONTRACT, including Special Provisions found in "Exhibit B", are applicable to this section.
- b. All Figures and Tables found in Appendices A – D are applicable to this section.
- c. The WORK described in this section must be done in accordance with FDEP Wetland Resource Permit and Ecosystem Management Agreement # 03-0212186-004-DF, USACE Section 404 Permit # SAJ-2001-5264 (IP-GAH), and the NWFBI MITIGATION PLAN.
- d. Florida Division of Forestry (FDOF) Silviculture Best Management Practices.

**3c.2 SUMMARY OF WORK**

This section specifies the implementation of 33 stream and ditch repair and cleanup projects located in parcels 1, 2 and 3 of the MITIGATION AND RESTORATION AREA. The work includes the implementation of stream and ditch repair and cleanup of approximately 107,983 linear feet in Management Unit 1, 115,527, linear feet in Management Unit 2 and 40,603 linear feet in Management Unit 3. Stream and ditch repair and cleanup projects are listed in Table 4, Appendix B and the locations are depicted in Figures 5-1 thru 5-4, Appendix A.

In some cases, the LANDOWNER may request to delay certain stream and ditch repair and cleanup projects until completion of silviculture management activities in specific MUs or on adjacent property. Stream and ditch repair and cleanup projects in these MUs may result in delayed completion date, which will occur at the direction of the QMS, but in all cases, hydrologic restoration projects are to be completed by December 1, 2023, or the end of the contract date, whichever occurs first.

**3c.3 SUBMITTALS**

The CONTRACTOR shall request a provisional acceptance survey, conducted by the QMS, within ten (10) business days following installation of stream and ditch repair and cleanup projects. The request shall be provided by the CONTRACTOR within five (5) business days prior to the anticipated date of the inspection. The CONTRACTOR is responsible for assuring that, at the time of the provisional inspection, all stream and ditch repair and cleanup projects exhibit the characteristics and qualifications required by the MITIGATION PLAN, technical drawings, and specifications. Defective WORK, as determined by the QMS, shall be corrected within 15 business days of notification by the QMS.

**3c.4 QUALITY ASSURANCE**

- a. The CONTRACTOR will conduct a conference on the project site with the QMS following staking of stream and ditch repair and cleanup project grade boundaries and limits, but prior to initiating operations. QMS will review goals and objectives of the MITIGATION AND RESTORATION PLAN with the CONTRACTOR.
- b. QMS will conduct minimum bi-weekly site visits during operations to assist in assuring that the goals and objectives of the MITIGATION AND RESTORATION PLAN, technical drawings (if applicable), and specifications are followed.
- c. Stream and ditch repair and cleanup restoration project operations are strongly recommended to be implemented under the supervision or coordination of an experienced forestry or general roadway construction and maintenance superintendent, in coordination with the QMS.

- d. After task completion, the CONTRACTOR will be responsible for identifying effective installation areas, areas that may need additional installation WORK, and reasons for ineffective installation in consultation with the QMS.
- e. QMS will inspect completed stream and ditch repair and cleanup projects to ensure that the project, as implemented, conforms to specifications and the MITIGATION PLAN.

3c.5 **TASK IMPLEMENTATION**

The proposed areas requiring implementation of stream and ditch repair and cleanup projects are shown in Figures 5-1 thru 5-4. A general technical drawing of stream and ditch repair and cleanup projects such as a Low Water Crossing, Ditch Block, and Road Removal are found in Appendix C along with general technical descriptions for the restoration projects. All treatments will at a minimum follow all Best Management Practices (BMPs). Stream and ditch repair and cleanup projects will be maintained by the CONTRACTOR in working condition to CONTRACT specification until final acceptance for the site. Any provision(s) or changes not outlined in the MITIGATION PLAN or this section, must be identified by the CONTRACTOR at least fifteen (15) business days prior to task initiation, with concurrence by the QMS required prior to initiation of change, if allowed.

3d. **ADJACENT PROPERTIES FIRE PROTECTION ZONE**

The WORK to be performed by the CONTRACTOR comprises the furnishing of all professional and technical services, labor, equipment and materials (except equipment and materials specifically identified as furnished by others), and all other functions and operations including, but not limited to permit review and comprehension, equipment, materials, supplies, related services, and surveying as necessary and required to accomplish the Fire Protection WORK strictly in accordance with all requirements of the CONTRACT.

3d.1 **RELATED DOCUMENTS**

- a. All specifications and general provisions of the CONTRACT, including Special Provisions found in "Exhibit B", are applicable to this section.
- b. All Figures and Tables found in Appendices A – D are applicable to this section.
- c. The WORK described in this section must be done in accordance with FDEP Wetland Resource Permit and Ecosystem Management Agreement # 03-0212186-004-DF, USACE Section 404 Permit # SAJ-2001-5264 (IP-GAH), and the NWFBI MITIGATION PLAN.
- d. Florida Division of Forestry (FDOF) Silviculture Best Management Practices.

3d.2 **SUMMARY OF WORK**

This section specifies the implementation of construction activities associated with preparation of burn areas described in Section 2.0. The work includes sub-canopy post hurricane woody debris removal and additional heavy equipment work as required to prevent the prescribed fire escaping to the adjacent properties. The Fire Protection Zones are located in parcels 1, 2 and 3 of the MITIGATION AREA. The work consists of approximately 36,000 linear feet in parcel 1, 53,825 linear feet in parcel 2 and 18,985 linear feet in parcel 3. Fire Protection Zone projects are listed in Table 4, Appendix B and the locations are depicted in Figures 6-1 thru 6-4, Appendix A.

In some cases, the LANDOWNER may request to delay certain Fire Protection Zone projects until completion of silviculture management activities in specific MUs or on adjacent property. Fire Protection Zone projects in these MUs may result in delayed completion date, which will occur at the direction of the QMS, but in all cases, Fire Protection Zone projects are to be completed by December 1, 2023, or the end of the contract date, whichever occurs first as allowed by the ongoing silvicultural activities on the adjacent properties.

3d.3 **SUBMITTALS**

The CONTRACTOR shall request a provisional acceptance survey, conducted by the QMS, within ten (10) business days following installation of Fire Protection Zone projects. The request shall be provided by the CONTRACTOR within five (5) business days prior to the anticipated date of the inspection. The CONTRACTOR is responsible for assuring that, at the time of the provisional inspection, all Fire Protection Zone projects exhibit the characteristics and qualifications required by the MITIGATION

PLAN, technical drawings, and specifications. Defective WORK, as determined by the QMS, shall be corrected within 15 business days of notification by the QMS.

3d.4 QUALITY ASSURANCE

- a. The CONTRACTOR will conduct a conference on the project site with the QMS following staking of Fire Protection Zone project grade boundaries and limits, but prior to initiating operations. QMS will review goals and objectives of the MITIGATION PLAN with the CONTRACTOR.
- b. QMS will conduct minimum bi-weekly site visits during operations to assist in assuring that the goals and objectives of the MITIGATION PLAN, technical drawings (if applicable), and specifications are followed.
- c. Fire Protection Zone project operations are strongly recommended to be implemented under the supervision or coordination of an experienced forestry or general roadway construction and maintenance superintendent, in coordination with the QMS.
- d. After task completion, the CONTRACTOR will be responsible for identifying effective installation areas, areas that may need additional installation WORK, and reasons for ineffective installation in consultation with the QMS.
- e. QMS will inspect completed Fire Protection Zone projects to ensure that the project, as implemented, conforms to specifications and the MITIGATION PLAN.

3d.5 TASK IMPLEMENTATION

The proposed areas requiring implementation of Fire Protection Zone projects are shown in Figures 6-1 thru 6-4. A general technical drawing of similar restoration projects such as a Low Water Crossing, Ditch Block, and Road Removal are found in Appendix C along with general technical descriptions for the restoration projects. All treatments will at a minimum follow all Best Management Practices (BMPs). Fire Protection Zone projects will be maintained by the CONTRACTOR in working condition to CONTRACT specification until final acceptance for the site. Any provision(s) or changes not outlined in the MITIGATION PLAN or this section, must be identified by the CONTRACTOR at least fifteen (15) business days prior to task initiation, with concurrence by the QMS required prior to initiation of change, if allowed.

3e. ROAD RESTORATION

The WORK to be performed by the CONTRACTOR comprises the furnishing of all professional and technical services, labor, equipment and materials (except equipment and materials specifically identified as furnished by others), and all other functions and operations including, but not limited to permit review and comprehension, equipment, materials, supplies, related services, and surveying as necessary and required to accomplish the Road Restoration WORK strictly in accordance with all requirements of the CONTRACT.

3e.1 RELATED DOCUMENTS

- a. All specifications and general provisions of the CONTRACT, including Special Provisions found in "Exhibit B", are applicable to this section.
- b. All Figures and Tables found in Appendices A – D are applicable to this section.
- c. The WORK described in this section must be done in accordance with FDEP Wetland Resource Permit and Ecosystem Management Agreement # 03-0212186-004-DF, USACE Section 404 Permit # SAJ-2001-5264 (IP-GAH), and the NWFBI MITIGATION PLAN.
- d. Florida Division of Forestry (FDOF) Silviculture Best Management Practices.

3e.2 SUMMARY OF WORK

This section specifies the implementation of 56 road restoration projects located in parcels 1, 2 and 3 of the MITIGATION AREA. The Road restoration projects include removal of debris including trees and other hurricane deposited items, regrading of the roads to return them to a functional silvicultural access roads and placement of rock in areas requiring hydrologic stabilization. The work includes all parcels of the mitigation area and specifically approximately 12,135 linear feet of restoration in Management Unit 1, 23,960 linear feet in Management Unit 2 and 3.105 linear feet in Management Unit 3. Road Restoration

projects are listed in Table 6, Appendix B, and the locations are depicted in Figures 3-1 thru 3-4, Appendix A.

In some cases, the LANDOWNER may request to delay certain Road Restoration projects until completion of silviculture management activities in specific MUs or on adjacent property. Road Restoration projects in these MUs may result in delayed completion date, which will occur at the direction of the QMS, but in all cases, hydrologic restoration projects are to be completed by December 1, 2023, or the end of the contract date, whichever occurs first.

**3e.3 SUBMITTALS**

The CONTRACTOR shall request a provisional acceptance survey, conducted by the QMS, within ten (10) business days following installation of the road restoration projects. The request shall be provided by the CONTRACTOR within five (5) business days prior to the anticipated date of the inspection. The CONTRACTOR is responsible for assuring that, at the time of the provisional inspection, all road restoration projects exhibit the characteristics and qualifications required by the MITIGATION AND RESTORATION PLAN, technical drawings, and specifications. Defective WORK, as determined by the QMS, shall be corrected within 15 business days of notification by the QMS.

**3e.4 QUALITY ASSURANCE**

- a. The CONTRACTOR will conduct a conference on the project site with the QMS following staking of the road restoration project grade boundaries and limits, but prior to initiating operations. QMS will review goals and objectives of the MITIGATION PLAN with the CONTRACTOR.
- b. QMS will conduct minimum bi-weekly site visits during operations to assist in assuring that the goals and objectives of the MITIGATION AND RESTORATION PLAN, technical drawings (if applicable), and specifications are followed.
- c. Road Restoration project operations are strongly recommended to be implemented under the supervision or coordination of an experienced forestry or general roadway construction and maintenance superintendent, in coordination with the QMS.
- d. After task completion, the CONTRACTOR will be responsible for identifying effective installation areas, areas that may need additional installation WORK, and reasons for ineffective installation in consultation with the QMS.
- e. QMS will inspect completed hydrologic restoration projects to ensure that the project, as implemented, conforms to specifications and the MITIGATION AND RESTORATION PLAN.

**3e.5 TASK IMPLEMENTATION**

The proposed areas requiring implementation of Road Restoration projects are shown in Figures 3-1 thru 3-4. A general technical drawing of Road Restoration type projects such as a Low Water Crossing, Ditch Block, and Road Removal are found in Appendix C along with general technical descriptions for the restoration projects. All treatments will at a minimum follow all Best Management Practices (BMPs). Hydrologic and road restoration projects will be maintained by the CONTRACTOR in working condition to CONTRACT specification until final acceptance for the site. Any provision(s) or changes not outlined in the MITIGATION PLAN or this section, must be identified by the CONTRACTOR at least fifteen (15) business days prior to task initiation, with concurrence by the QMS required prior to initiation of change, if allowed.

**3f. PRESCRIBED BURNING – ADDITIONAL ACREAGE**

For prescribed burning description and specifications, see Item #2 under Statement of Work and Technical Specifications. Additional prescribed burn acreage is variable and could range from a single management unit to several management units. Areas to be burned will be determined by the QMS, in conjunction with the LANDOWNER, and the OWNER. Additional prescribed burn work would be conducted on a per acre basis. Treatment size would be based on either ground or aerial ignition and vary from less than 100 acres, 100-500 acres, 500-1000 acres, 1000-2500 acres, and over 2500 acres. Additional prescribed burn acreage could be performed anywhere within the Mitigation Area.

**3g. REFRESH EXISTING FIREBREAKS**

The WORK to be performed by the CONTRACTOR comprises the refreshing of existing firebreaks which includes furnishing of all professional and technical services, labor, equipment and materials (except equipment and materials specifically identified as furnished by others), and all other functions and operations including, but not limited to permit review and comprehension, equipment, materials, supplies, related services, and surveying as necessary and required to accomplish the WORK to REFRESH FIREBREAKS strictly in accordance with all requirements of the CONTRACT.

**3g.1 RELATED DOCUMENTS**

- a. All specifications and general provisions of the CONTRACT, including Special Provisions found in "Exhibit B", are applicable to this section.
- b. The WORK described in this section must be done in accordance with FDEP Wetland Resource Permit and Ecosystem Management Agreement # 03-0212186-004-DF, USACE Section 404 Permit # SAJ-2001-5264 (IP-GAH), and the NWFBI MITIGATION PLAN.
- c. Florida Division of Forestry (FDOF) Silviculture Best Management Practices.

**3g.2 SUMMARY OF WORK**

This section specifies the refreshing of existing firebreaks at locations on the MITIGATION SITE. The potential locations would be identified by the CONTRACTOR but would be specified and authorized by the QMS and OWNER. If necessary, locations would be provided by maps, GPS, and/or GIS shapefile as appropriate. Existing firebreaks would be evaluated by the CONTRACTOR prior to implementation of PRESCRIBED BURNING tasks. Refreshing firebreaks work would be conducted on a per acre basis. Treatment size would vary from less than 1 acres, 1-5 acres, 6-10 acres, and over 10 acres.

**3g.3 SUBMITTALS**

Prior to initiation of the PRESCRIBED BURNING effort, the CONTRACTOR shall submit a plan to the QMS (by e-mail or other appropriate methods), which details, at minimum, outlining the potential firebreak areas that need to be refreshed at least ten (10) business days prior to the prescribed burn. Following approval of the planting plan by the QMS, the CONTRACTOR may commence work on the task.

**3g.4 QUALITY ASSURANCE**

- a. The CONTRACTOR will conduct a conference on the project site with the QMS following identification of firebreak boundaries and limits, but prior to initiating operations. QMS will review goals and objectives of the MITIGATION PLAN with the CONTRACTOR.
- b. QMS will conduct minimum bi-weekly site visits during operations to assist in assuring that the goals and objectives of the MITIGATION PLAN, technical drawings (if applicable), and specifications are followed.

**3g.5 TASK IMPLEMENTATION**

The refreshing of existing firebreaks would be undertaken at various locations on the MITIGATION SITE. The potential locations would be identified by the CONTRACTOR but would be specified and authorized by the QMS and OWNER. If necessary, locations would be provided by maps, GPS, and/or GIS shapefile as appropriate. Existing firebreaks would be evaluated by the CONTRACTOR prior to implementation of PRESCRIBED BURNING tasks. Refreshing firebreaks work would be conducted on a per acre basis. Treatment size would vary from less than 1 acres, 1-5 acres, 6-10 acres, and over 10 acres.

- a. A large portion of the MITIGATION SITE has undergone prescribed burning. Existing or previously utilized firebreaks should be present throughout the site.
- b. The WORK described in this section would be accomplished by disking, plowing, blading, or similar methods.
- c. The width of the firebreak should be of sufficient length and width to stop a creeping fire but should approximate the width of the equipment used. The width should not exceed twelve feet, unless additional width is determined necessary by the BURN BOSS in conjunction with the QMS.
- d. Depending on the terrain and character of vegetation along the firebreak, mineral soils would generally be exposed through the refreshed break. The refreshed firebreak would be placed on the contour to the extent possible to control erosion.

- e. The length and width of the firebreaks to be refreshed is limited to the areas specified by the QMS.

#### **4.0 SPECIFICATIONS AND PERMITS**

The WORK shall conform to and be implemented in strict compliance with the Figures, Tables, and Technical Drawings, and general descriptions provided in exhibits listed below and ALL applicable Environmental Permits as identified in Section 1.2. Additional information, including the aforementioned Figures, Tables, Technical Drawings, general descriptions, and Permits can be found listed below, and attached.

Appendix A: Figures

Appendix B: Tables

Appendix C: Technical Drawings (Typical) and Supporting Material

Appendix D: Permits



## **Appendix B Tables**

### **Tables 1 – 8 Excel Spreadsheets**

**Table 1 - Base Burn**

**Northwest Florida Beached International Airport  
Off-site Mitigation Plan Implementation**

**Bid Sheet 1. Prescribed Burning Base Bid and Optional Years**

**Base Bid Items**

<b>Item #</b>	<b>Spec. #</b>	<b>Item Description</b>	<b>Unit</b>	<b>Total Quantity</b>	<b>Unit Price (\$)</b>	<b>Total Price (\$)</b>
2.1	2.0	Prescribed Burning – 2021-2022	AC	2,309	\$ -	\$ -
		Prescribed Burning – 2022-2023	AC	2,498	\$ -	\$ -
		Prescribed Burning – 2023-2024	AC	2,490	\$ -	\$ -
		<b>Total Burning Acreage Quantity</b>	<b>AC</b>	<b>7,297</b>	<b>\$ -</b>	<b>\$ -</b>

**Optional Bid Items**

<b>Item #</b>	<b>Spec. #</b>	<b>Item Description</b>	<b>Unit</b>	<b>Total Quantity</b>	<b>Unit Price (\$)</b>	<b>Total Price (\$)</b>
2.2	2.0	Prescribed Burning – 2024-2025	AC	2,403	\$0.00	\$ -
		Prescribed Burning – 2025-2026	AC	2,407	\$0.00	\$ -
				<b>4,810</b>		<b>\$ -</b>

**Table 2a - LWC Permit Req'd**

**Northwest Florida Beached International Airport  
Off-site Mitigation Plan Implementation**

**Bid Sheet 2a. Low Water Crossing Permit Required Projects**

**Alternate Bid Items**

Item #	Spec. #	Item Description	Unit	Estimated Quantity	Average Unit Price (\$)	Total Price (\$)
Alt 1a	4a	Location 2-43: Low Water Crossing	PS	1		\$ -
		Location 2-43: Install Ditch Blocks	PS	1		\$ -
		Location 2-44: Low Water Crossing	PS	1		\$ -
		Location 3-6: Install Ditch Blocks	PS	1		\$ -
		Location 3-9: Install Ditch Blocks	PS	1		\$ -
		Location 3-9: Low Water Crossing	PS	1		\$ -
		Location 3-11: Low Water Crossing	PS	1		\$ -
		Location 1-11: Remove Road & Low Water Crossing	PS	1		\$ -
		Location 2-32: Road Removal	PS	1		\$ -
		Location 2-1: Retire Road	PS	1		\$ -
		Location 2-3: Remove Pipe	PS	1		\$ -
		Location 2-3: Low Water Crossing	PS	1		\$ -
		Location 2-3: Remove Road Fill	PS	1		\$ -
		Location 2-41B: Low Water Crossing	PS	1		\$ -
		Location 2-10B: Low Water Crossing	PS	1		\$ -
		Location 2-29B: Low Water Crossing	PS	1		\$ -
		<b>Total Low Water Crossing Repair</b>				\$ -

## Table 2b - LWC Restoration

**Northwest Florida Beached International Airport  
Off-site Mitigation Plan Implementation**

**Bid Sheet 2b. Low Water Crossing Restoration Projects**

**Alternate Bid Items**

**Section 1**

Item #	Spec #	Location	Rock + Labor Price	Length (ft)	Tree and Debris Removal	Notes
Alt 1b	4a	1	\$ -	250	\$ -	TR
		2	\$ -	250	\$ -	DB
		3	\$ -	600	\$ -	DB
		4	\$ -	500	\$ -	DB
		5	\$ -	150	\$ -	DB
		6	\$ -	100	\$ -	
		7	\$ -	100	\$ -	DB
<b>Section 1 Total</b>				<b>1950</b>	<b>\$ -</b>	

NOTES: DB = Debris Removal; TR = Tree/Debris/Culvert Removal; PR = Permit Required; BMP = Best Management Practice

**Section 2**

Item #	Spec #	Location	Rock + Labor Price	Length (ft)	Tree and Debris Removal	Notes
Alt 1b	4a	8	\$ -	200	\$ -	DB
		9	\$ -	200	\$ -	DB
		10	\$ -	400	\$ -	DB
		11	\$ -	100	\$ -	DB
		12	\$ -	100	\$ -	
		13	\$ -	150	\$ -	DB
		14	\$ -	150	\$ -	
		15	\$ -	150	\$ -	
		16	\$ -	150	\$ -	DB
		17	\$ -	150	\$ -	DB
		18	\$ -	200	\$ -	DB
		19	\$ -	200	\$ -	RG
		20	\$ -	100	\$ -	DB
		21	\$ -	150	\$ -	DB
		22	\$ -	150	\$ -	DB
		23	\$ -	150	\$ -	TR
		24	\$ -	400	\$ -	TR
		25	\$ -	100	\$ -	TR
		26	\$ -	150	\$ -	DB
		27	\$ -	150	\$ -	TR
		28	\$ -	200	\$ -	DB
		29	\$ -	250	\$ -	DB
		30	\$ -	150	\$ -	TR
		31	\$ -	300	\$ -	TR
		32	\$ -	250	\$ -	DB

## Table 2b - LWC Restoration

**Northwest Florida Beached International Airport  
Off-site Mitigation Plan Implementation**

**Bid Sheet 2b. Low Water Crossing Restoration Projects**

		33	\$ -	250	\$ -	TR
		34	\$ -	200	\$ -	TR
		35	\$ -	250	\$ -	TR
		36	\$ -	400	\$ -	
		37	\$ -	250	\$ -	DB
		38	\$ -	250	\$ -	TR
		39	\$ -	150	\$ -	TR
		40	\$ -	200	\$ -	TR
		41	\$ -	200	\$ -	TR
		42	\$ -	150	\$ -	DB
		43	\$ -	200	\$ -	DB
		44	\$ -	150	\$ -	DB
		45	\$ -	100	\$ -	DB
		46	\$ -		\$ -	
<b>Section 2 total</b>				<b>7400</b>	\$ -	

NOTES: DB = Debris Removal; TR = Tree/Debris/Culvert Removal; PR = Permit Required; BMP = Best Management Practice

**Section 3**

Item #	Spec #	Location	Rock + Labor Price	Length (ft)	Tree and Debris Removal	Notes
Alt 1b	4a	47	\$ -	200	\$ -	TR
		48	\$ -	250	\$ -	TR
		49	\$ -	300	\$ -	TR
		50	\$ -	250	\$ -	TR
		51	\$ -	150	\$ -	DB
		52	\$ -		\$ -	
<b>Section 3 Total</b>				<b>1150</b>		

NOTES: DB = Debris Removal; TR = Tree/Debris/Culvert Removal; PR = Permit Required; BMP = Best Management Practice

**LWC Restoration Summary**

Location	Rock + Labor Price	Length (ft)	Tree and Debris Removal	Total
<b>Section 1</b>	\$ -	1950	\$ -	
<b>Section 2</b>	\$ -	7400	\$ -	
<b>Section 3</b>	\$ -	1150	\$ -	
<b>Grand Total</b>		<b>10500</b>		

# Table 3 - Shoreline Debris

Northwest Florida Beached International Airport  
Off-site Mitigation Plan Implementation

## Bid Sheet 3. Shoreline Debris Cleanup

### Alternate Bid Items

Item #	Spec. #	Debris Observed	LF of Shoreline	Removal Cost
Alt. 2	4b	No Debris		\$ -
		0-6" diameter		\$ -
		6-12" diameter		\$ -
		8' x 30' dock	see location on map	\$ -
		4' x 10' dredge float	see location on map	\$ -
		Total		\$ -

county property

## Table 4 - Stream & Ditch

**Northwest Florida Beached International Airport  
Off-site Mitigation Plan Implementation**

### **Bid Sheet 4. Streams and Ditch Repair and Cleanup**

#### **Alternate Bid Items**

##### **Section 1**

Item #	Spec. #	Location	Linear Feet	Trees Down	Total Price
Alt. 3	4c	1-1	5,333	1	\$ -
		1-2	5,227	4	\$ -
		1-3	5,500	13	\$ -
		1-4	1,214	15	\$ -
		1-5	6,758	7	\$ -
		1-6	951	3	\$ -
		1-7	8,342	107	\$ -
		1-8	8,290	121	\$ -
		1-9	2,218	0	\$ -
		1-10	5,438	19	\$ -
		1-11	5,121	0	\$ -
		1-12	2,217	0	\$ -
		1-13	884	0	\$ -
		1-14	1,584	0	\$ -
<b>Total Section 1</b>			<b>59,077</b>	<b>290</b>	<b>\$ -</b>

##### **Section 2 N**

Item #	Spec. #	Location	Linear Feet	Trees Down	Cost
Alt. 3	4c	2-1	9,082	160	\$ -
		2-2	2,165	150	\$ -
		2-3	4,910	120	\$ -
		2-4	6,653	1	\$ -
		2-5	7,392	160	\$ -
		2-6	9,768	170	\$ -
		2-7	9,557	76	\$ -
		2-8	10,032	33	\$ -
		2-9	10,560	180	\$ -
		2-10	10,190	94	\$ -
		2-11	2,693	54	\$ -
		2-12	12,197	150	\$ -

## Table 4 - Stream & Ditch

**Northwest Florida Beached International Airport  
Off-site Mitigation Plan Implementation**

**Bid Sheet 4. Streams and Ditch Repair and Cleanup**

		<b>2-14</b>	4,013	66	\$ -
		<b>2-15</b>	4,013	85	\$ -
		<b>2-16</b>	4,118	130	\$ -
		<b>2-17</b>	3,432	110	\$ -
<b>Total Section 2 N</b>			<b>110,775</b>	<b>1739</b>	<b>\$ -</b>

**Section 2 S**

Item #	Spec. #	Location	Linear Feet	Trees Down	Cost
Alt. 3	4c	<b>2-13</b>	4,752	130	\$ -
		<b>2-18</b>	28,458	126	\$ -
<b>Total Section 2 N</b>			<b>33,210</b>	<b>256</b>	<b>\$ -</b>

**Section 3**

Item # Alt 3	Spec. # 4c	Location	Linear Feet	Trees Down	Cost
Alt. 3	4c		40,603	637	\$ -
<b>Total Section 3</b>			<b>40,603</b>	<b>637</b>	<b>\$ -</b>

<b>Grand Total</b>			<b>243,665</b>	<b>2922</b>	<b>\$ -</b>
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**Table 5 - Adj. Prop. Fire Zone**

**Northwest Florida Beached International Airport  
Off-site Mitigation Plan Implementation**

**Bid Sheet 5. Adjacent Property Fire Protection Zone**

**Alternate Bid Items      Item # Alt. 4      Spec # 4d**

<b>Adjacent Property</b>	<b>Length (LF)</b>	<b>SF at 200' width</b>	<b>Acres</b>	<b>Cost per Acre</b>	<b>Cost</b>
<b>Section 1</b>	8,050	1,610,000	36.96	\$ -	\$ -
	8,100	1,620,000	37.19	\$ -	\$ -
	9,000	1,800,000	41.32	\$ -	\$ -
	10,850	2,170,000	49.82	\$ -	\$ -
<b>Section 1 Total</b>	<b>36,000</b>	<b>7,200,000</b>	<b>165.29</b>		<b>\$ -</b>

<b>Adjacent Property</b>	<b>Length (LF)</b>	<b>Square Feet at 200 ft width</b>	<b>Acres</b>	<b>Cost per Acre</b>	<b>Cost</b>
<b>Section 2</b>	5,422	1,084,400	24.89	\$ -	\$ -
	3,888	777,600	17.85	\$ -	\$ -
	1,060	212,000	4.87	\$ -	\$ -
	9,100	1,820,000	41.78	\$ -	\$ -
	15,000	3,000,000	68.87	\$ -	\$ -
	2,905	581,000	13.34	\$ -	\$ -
	12,660	2,532,000	58.13	\$ -	\$ -
	3,790	758,000	17.40	\$ -	\$ -
<b>Section 2 Total</b>	<b>53,825</b>	<b>10,765,000</b>	<b>247.13</b>		<b>\$ -</b>

<b>Section 3 Total</b>	<b>18,985</b>	<b>3,797,000.00</b>	<b>87.17</b>	<b>\$ -</b>	<b>\$ -</b>
------------------------	---------------	---------------------	--------------	-------------	-------------

<b>Grand Total</b>	<b>108,810</b>	<b>21,762,000.00</b>	<b>499.59</b>		<b>-</b>
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**Table 6 - Road Restore**

Northwest Florida Beached International Airport  
Off-site Mitigation Plan Implementation

**Bid Sheet 6. Road Restoration**

Alternate Bid Items                      Item # Alt.5                      Spec. # 4e

**Road Restoration Summary**

Section	Length (LF)	Loads of Dirt	Loads of Rock	Dirt + Install (\$)	Rock + Install (\$)	Debris Removal (\$)	Total
Section 1	12135	95	48	\$ -	\$ -	\$ -	\$ -
Section 2	23960	200	98	\$ -	\$ -	\$ -	\$ -
Section 3	3105	35	6	\$ -	\$ -	\$ -	\$ -
<b>Grand Total</b>	<b>39200</b>	<b>330</b>	<b>152</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Section 1**

Damaged Roads	Length (LF)	Loads of Dirt	Loads of Rock	Dirt + Install (\$)	Rock + Install (\$)	Debris Removal (\$)	Total
#1	535	4	2				\$ -
#2	290	3	2				\$ -
#3	1620	13	6				\$ -
#4	940	8	4				\$ -
#5	1230	9	5				\$ -
#6	3530	27	13				\$ -
#7	1090	8	4				\$ -
#8	1630	13	7				\$ -
#9	1270	10	5				\$ -
<b>Total Section 1</b>	<b>12135</b>	<b>95</b>	<b>48</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Section 2**

Damaged Roads	Length (LF)	Loads of Dirt	Loads of Rock	Dirt + Install (\$)	Rock + Install (\$)	Debris Removal (\$)	Total
#10	1395	11	5				\$ -
#11	1490	12	6				\$ -
#12	45	1	0				\$ -
#13	730	6	3				\$ -
#14	545	5	2				\$ -
#15	3225	25	12				\$ -
#16	975	8	4				\$ -
#17	470	4	2				\$ -
#18	525	5	2				\$ -
#19	610	5	2				\$ -
#20	505	5	2				\$ -
#21	410	4	2				\$ -
#22	545	5	2				\$ -
#23	480	4	2				\$ -
#24	335	3	2				\$ -
#25	815	7	4				\$ -
#26	625	6	3				\$ -
#27	580	5	2				\$ -
#28	995	8	4				\$ -
#29	890	7	4				\$ -
#30	815	7	4				\$ -
#31	500	4	2				\$ -
#32	570	5	2				\$ -
#33	620	6	3				\$ -
#34	495	4	2				\$ -

**Table 6 - Road Restore**

**Northwest Florida Beached International Airport  
Off-site Mitigation Plan Implementation**

**Bid Sheet 6. Road Restoration**

#35	1175	9	5				\$ -
#36	395	3	2				\$ -
#37	1670	13	7				\$ -
#38	945	8	4				\$ -
#55	585	5	2				\$ -
<b>Total Section 2</b>	<b>23960</b>	<b>200</b>	<b>98</b>	\$ -	\$ -	\$ -	\$ -

**Section 3**

Damaged Roads	Length (LF)	Loads of Dirt	Loads of Rock	Dirt + Install (\$)	Rock + Install (\$)	Debris Removal (\$)	Total
#39	475	4	2				\$ -
#40	225	3	1				\$ -
#41	190	2	0				\$ -
#42	175	2	0				\$ -
#43	110	2	0				\$ -
#44	180	2	0				\$ -
#45	145	2	0				\$ -
#46	160	2	0				\$ -
#47	235	2	1				\$ -
#48	335	3	2				\$ -
#49	140	2	0				\$ -
#50	130	2	0				\$ -
#51	110	2	0				\$ -
#52	160	1	0				\$ -
#53	75	1	0				\$ -
#54	180	2	0				\$ -
#56	80	1	0				\$ -
<b>Total Section 3</b>	<b>3105</b>	<b>35</b>	<b>6</b>	\$ -	\$ -	\$ -	\$ -

## Table 7 - Burn - Addtl

**Northwest Florida Beached International Airport  
Off-site Mitigation Plan Implementation**

### Bid Sheet 7. Prescribed Burning - Additional Acreage

#### Alternate Bid Items

Item #	Spec. #	Item Description	Unit	Total Quantity	Unit Price (\$)
Alt. 6.1	4f, 2.0	Prescribed Burning (ground ignition)	AC	<100	\$ -
			AC	100-500	\$ -
			AC	500-1000	\$ -
			AC	1000-2500	\$ -
			AC	>2500	\$ -
Alt. 6.2	4f, 2.0	Prescribed Burning (aerial ignition)	AC	<100	\$ -
			AC	100-500	\$ -
			AC	500-1000	\$ -
			AC	1000-2500	\$ -
			AC	>2500	\$ -

## Table 8 - Refresh Breaks

Northwest Florida Beached International Airport  
Off-site Mitigation Plan Implementation

### Bid Sheet 8. Refresh Existing Firebreaks

#### Alternate Bid Items

Item #	Spec. #	Item Description	Unit	Total Quantity	Unit Price (\$)
Alt. 7	4g	Refresh Existing Firebreaks	AC	<1	\$ -
			AC	1 - 5	\$ -
			AC	6 - 10	\$ -
			AC	>10	\$ -

## **Appendix C**

### **Supporting Material**

# PRESCRIBED BURNING PLAN

Authorization Information			
Authorization Number	Date	Time of Call	DOF Contact Person

DOF District & Customer Information			
District	Phone Number	DOF Customer #	Other

Landowner Information		
Landowner Name	Landowner Address	Telephone Number

Location			
County	Sections	Township	Range

Burn Information			
Burn Unit #	Acres to Burn	Previous Burn Date	Site Description

Understory Type	Overstory Type	Height to Bottom of Crown	Topography

<b>Type of Burn</b>	<input type="checkbox"/> Ecological Management <input type="checkbox"/> F.R. - Thinned Plantation <input type="checkbox"/> Site Preparation	<input type="checkbox"/> F.R.-Nat. Stand <input type="checkbox"/> Regen./Release <input type="checkbox"/> Piles/Debris Burn	<input type="checkbox"/> F.R. - Plantation <input type="checkbox"/> Seed Catch <input checked="" type="checkbox"/> Mitigation
---------------------	---	---	---

<b>Purpose of Burn</b>
------------------------

<b>Burn Objective</b>
-----------------------

<b>Personnel Needs</b>
------------------------

<b>Equipment Needs</b>
------------------------

<b>Firing Techniques</b>
--------------------------

<b>Ignition Methods</b>
-------------------------

<b>Maximum Crown Scorch Acceptable</b>
--

<b>Passed Smoke Screening Assessment</b>
--

<b>Smoke Sensitive Areas</b>
------------------------------

<b>Special Precautions</b>
----------------------------

<b>Adjacent Landowners to Notify</b>
--------------------------------------

# PRESCRIBED BURNING PLAN

WEATHER FACTORS	PRESCRIBED	DESIRED	TIME	ACTUAL TIME	TIME
1 - Maximum Temperature					
2 - Minimum Relative Humidity					
3 - Surface Wind Direction					
4 - Surface Wind Speed					
5 - Days Since Rain					
6 - Mixing Height					
7 - Transport Wind Speed					
8 - Transport Wind Direction					
9 - Dispersion					
<i>Day</i>					
<i>Night</i>					
10 - KBDI Index					
11 - 1-Hour Fuel Moisture					
12 - 10 Hour Fuel Moisture					
13 - 100 Hour Fuel Moisture					
14 - Start Time					
15 - End Time					

Prescription Written By: \_\_\_\_\_

Date \_\_\_\_\_

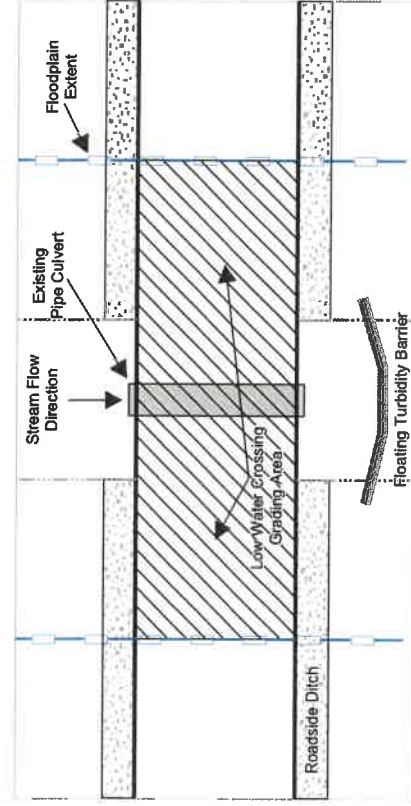
Certified Burn Manager Signature: \_\_\_\_\_

Cert # XXXXXXXXXX





Plan View



Cross Sectional View

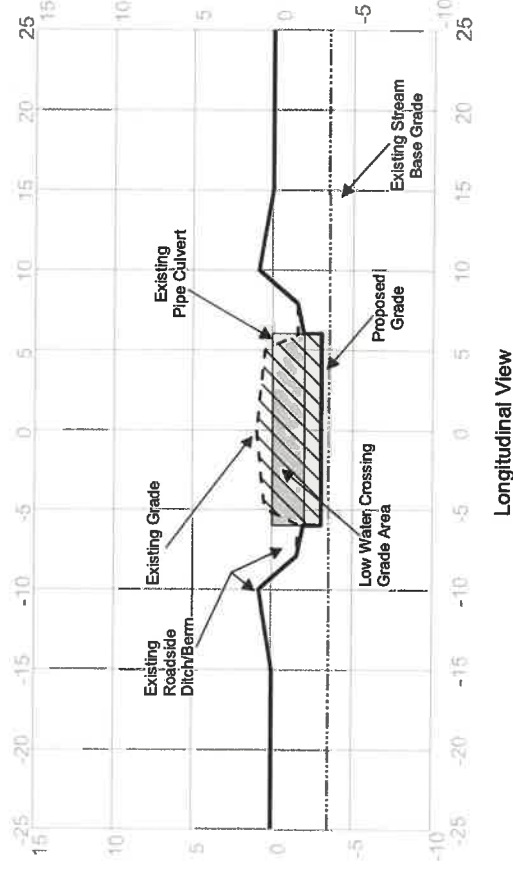
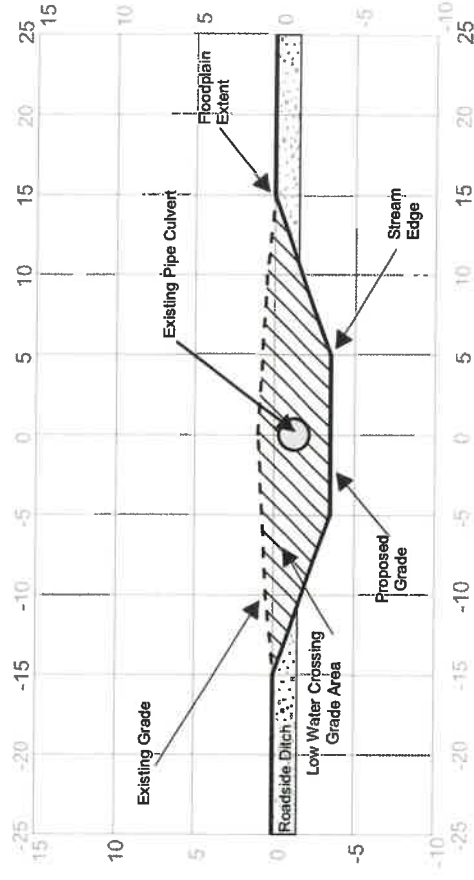
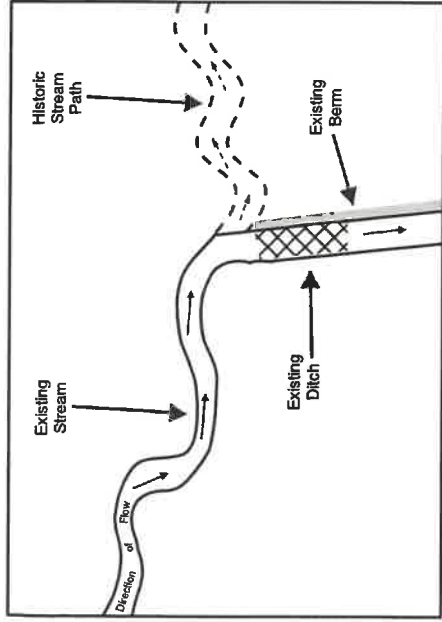


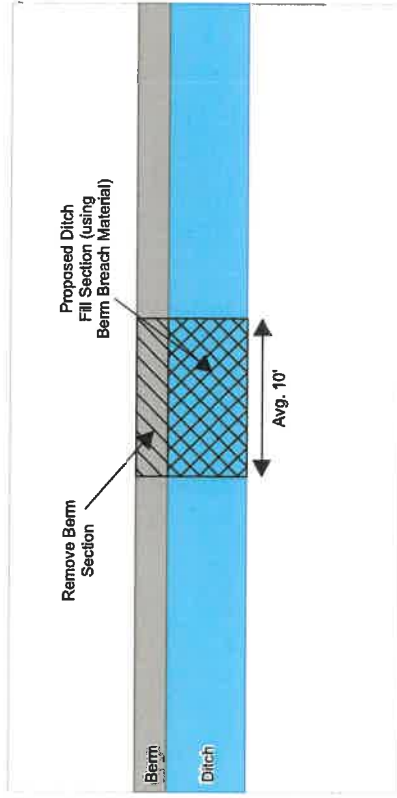
FIGURE D-5. LOW WATER CROSSING (TYPICAL SECTION)

PROJECT: Panama City-Bay County International Airport (Proposed)  
 DATE: 3/23/05  
 DRAWN BY: RTC  
 FILE NAME: I:\Projects\070554.21\_PC Mitigation Design\GIS\W\X\ Mitigation Plan Report\WC\_Typical.mxd

MITIGATION



Plan View



Cross Sectional View

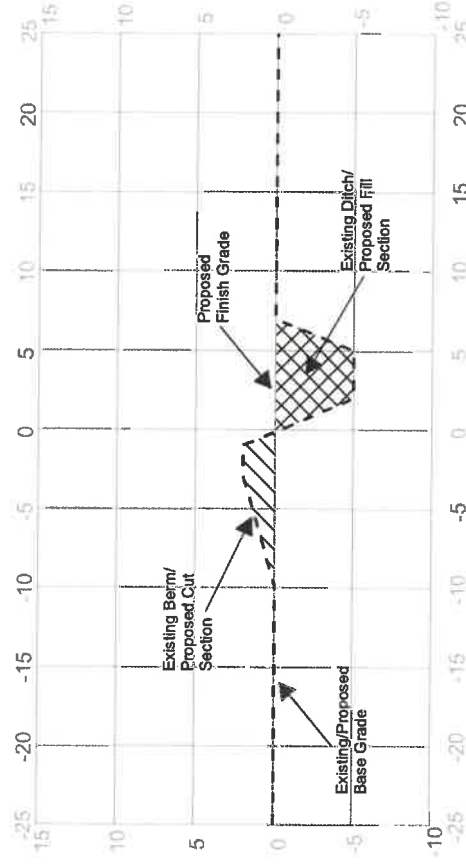


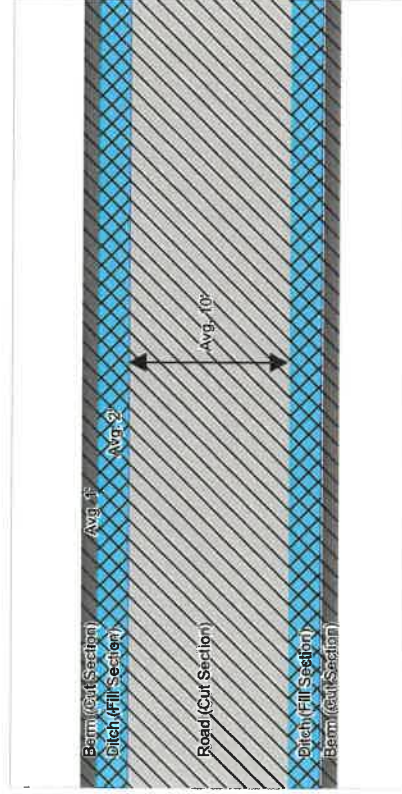
FIGURE D-6. DITCH BLOCK (TYPICAL SECTION)

PROJECT: Panama City-Bay County International Airport (Proposed)  
DATE: 3/23/05  
DRAWN BY: RTC  
FILE NAME: I:\Projects\1070554.21\_PC Mitigation Design\GIS\MXD\ Mitigation Plan Report\DitchBlock\_Typical.mxd



Scale: N.T.S

Plan View



Cross Sectional View

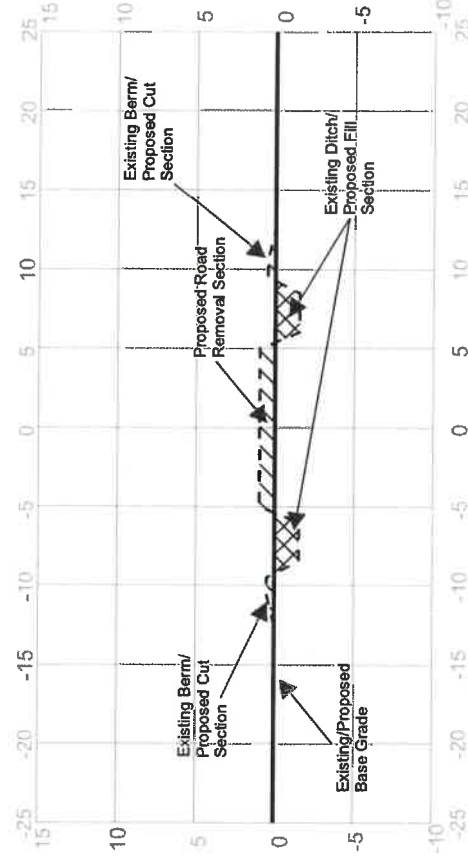


FIGURE D-8. ROAD REMOVAL (TYPICAL SECTION)

PROJECT: Panama City-Bay County International Airport (Proposed)

DATE: 3/23/05

DRAWN BY: RTC

FILE NAME: I:\Projects\070554.21\_PC Mitigation Design\GIS\MXD\ Mitigation Plan Report\RoadRem\_Typical.mxd

MITIGATION



Scale: N.T.S

## **Appendix D Permits**

### **FDEP Wetland Resource Permit and Ecosystem Management Agreement # 030212186-004-DF**

***(under separate cover)***

## **Appendix D Permits**

**U.S. Army Corps of Engineers (USACE)  
Section 404 Permit  
# SAJ-2001-5264 (IP-GAH)**

***(under separate cover)***

## **Appendix D Permits**

### **Panama City-Bay County International Airport Relocation Final Mitigation Plan**

***(under separate cover)***

HARRISON, SALE, McCLOY, THOMPSON, DUNCAN & JACKSON

CHARTERED  
ATTORNEYS & COUNSELORS AT LAW

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PANAMA CITY, FLORIDA 32401

TELEPHONE (850) 769-3434  
TELECOPIER (850) 769-6121

H. ALAN THOMPSON  
(1936 - 2006)

December 11, 2007

Mr. Randall Curtis, Executive Director  
Panama City-Bay County Airport and  
Industrial District  
3173 Airport Road, Box A  
Panama City, Florida 32405


VIA HAND DELIVERY

RE: Land Donation Agreement

Dear Randy:

Enclosed is the original recorded Special Warranty Deed from the St. Joe Company and the original title insurance policy on the land. Please keep these documents in the airport's safe.

Sincerely,



Michael B. Duncan

MBD/sbh  
Enclosures



PREPARED BY AND RETURN TO:  
Bryan Duke, Esq.  
Assistant General Counsel  
The St. Joe Company  
3800 Esplanade Way, Suite 100  
Tallahassee, Florida 32308

File # 2007081203  
OR BK 3000 Pages 1952 - 1958  
RECORDED 12/03/07 16:44:00  
Harold Bazzel, Clerk  
Bay County, Florida  
DOC STMP-D: \$0.70  
DEPUTY CLERK RK  
#1  
Trans # 849478

### **SPECIAL WARRANTY DEED**

**THIS INDENTURE**, made this 29<sup>th</sup> day of November, 2007, between **ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C.**, a Delaware limited liability company, successor by merger to St. Joe Timberland Company of Delaware, a Delaware corporation, as successor by merger to St. Joe Timberland Company, a Florida corporation, f/k/a St. Joseph Land and Development Company, a Florida corporation ("Grantor"), having an address of 225 Riverside Drive, Suite 500, Jacksonville, Florida 32202, in favor of **PANAMA CITY-BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT**, an independent special district of the State of Florida ("Grantee"), having an address of 3173 Airport Road, Panama City, Florida 32405.

**WITNESSETH**, that Grantor, for and in consideration of ten dollars (\$10) and as a charitable contribution in connection with that certain Land Donation Agreement by and between Grantor and Grantee, dated august 22, 2006, does hereby grant, bargain, sell and convey unto Grantee, and its successors and assigns forever, the following described land, situate, lying and being in Bay County, Florida (the "Property"), more particularly described on Exhibit "A" attached hereto and made a part hereof (the Property is further set forth on Exhibit "A" as the "Airport Parcel" and the "Access Parcel")

#### **SUBJECT TO THE FOLLOWING USE RESTRICTION FOR THE PROPERTY:**

*The Property shall be occupied and used by the Grantee for the construction, operation and maintenance of a federally-funded, grant-obligated, public-use airport according to the requirements of applicable federal planning and engineering standards and to the federally-approved Airport Layout Plan ("ALP") as more fully set forth in Exhibit "B" (the "Airport").*

#### **SUBJECT TO THE FOLLOWING REVERSION RIGHTS WITH RESPECT TO THE PROPERTY:**

*In the event that (i) the Grantee elects to abandon or fails to diligently pursue the relocation of the Airport, (ii) a final judicial decision renders the relocation of the Airport infeasible, (iii) construction of the Airport has not commenced within two years of the date of this*

*Special Warranty Deed, or (iv) the Airport has not opened for public use within five years of the date of this Special Warranty Deed, Grantor shall have the right to cause the Property, in whole or in part (in Grantor's sole discretion), to revert back to Grantor, its successors or assigns, who thereupon may immediately re-enter and take possession of the Property free and clear of all claims, liens or encumbrances, including any of the Grantee; provided, however, that Grantor shall reimburse the Federal Aviation Administration, the Florida Department of Transportation and the Grantee for (i) any grant funds disbursed by them for planning and construction of the Airport and (ii) any funds directly expended by them to third parties in connection with the construction of the Airport.*

**SUBJECT TO THE FOLLOWING RIGHT OF FIRST REFUSAL WITH RESPECT TO THE PROPERTY:**

*If at any time the Grantee desires to assign, sell, transfer, convey, lease or grant all or any portion of the Grantee's right, title or interest in or to the Property to a third party, then the Grantee shall submit a written notice of such intention to Grantor. Thereafter the rights of Grantor and Grantee shall be as set forth in Paragraph 11 of that certain Land Donation Agreement between Panama City-Bay County Airport and Industrial District and The St. Joe Company dated August 22, 2006. The provisions of this Right of First Refusal shall expire at the end of the fiftieth (50<sup>th</sup>) year following the date of this Special Warranty Deed.*

**SUBJECT TO THE FOLLOWING PERMITTED EXCEPTIONS WITH RESPECT TO THE PROPERTY:**

*Taxes and assessments for the year 2007 and subsequent years, which are not yet due and payable; and*

*Terms and conditions contained in the Memorandum of Agreement (Wood Fiber Agreement) as set forth in instrument recorded in Book 1993, Page 1950 (as to lands lying in Section 7, Township 2 South, Range 15 West and lying within the Southeast Quarter of the Southwest Quarter of Section 32, Township 1 South, Range 15 West); and*

*Oil, gas and mineral reservations contained in instruments recorded in Deed Book 110, Page 371; Deed Book 116, Page 371; Deed Book 117, Page 232; Deed Book 132, Page 479; Deed Book 121, Page 57; Subsurface Book 1, Page 55; Book 692, Page 44; Book 879, Page 42; Book 944, Page 945; Book 1214, Page 389; Book 1711, Page 226; Book 1747, Page 262; and Book 1288, Page 387; and*

*Notice of Claim as set forth in instrument recorded in Book 651, Page 731*

**SUBJECT TO THE FOLLOWING EASEMENT RIGHTS WITH RESPECT TO THE AIRPORT PARCEL:**

*Grantee and Grantor agree that specific strategies to market the Airport and the West Bay Area Sector Plan to attract new industries consistent with the uses contemplated in the map and policies adopted by the Bay County Board of County Commissioners known as "Chapter 12" of the Bay County Comprehensive Plan are important. In order to facilitate these strategies, Grantee agrees that in the event that Grantor sells or otherwise transfers real property adjacent to or near the Property for the purpose of locating industries or businesses that desire to have access to the facilities of the Airport, Grantee agrees to provide such access consistent with the interest of the Grantee in ensuring the safety and security of the airfield and providing for the financial self-sustainability of the Airport. Notwithstanding the foregoing, the terms and conditions of any such access, including the location of infrastructure, the method of controlling access and assessment of access fees and the protection of the ability of the Grantee to adhere to its federal obligations shall be subject to the prior approval of the Federal Aviation Administration and shall be in compliance with all applicable Federal Aviation Administration rules and the Grantee's federal grant obligations. The Grantee's agreement to provide such access shall also be subject to the laws administered by the Florida Department of Environmental Protection and the United States Army Corps of Engineers regulating development activities related to such access.*

**SUBJECT TO THE FOLLOWING RIGHTS WITH RESPECT TO THE ACCESS PARCEL:**

*The Grantee agrees to construct, in accordance with Florida Department of Transportation construction standards and the roadway standards set forth in the West Bay Detailed Specific Area Plan, a four-lane divided access road connecting the Airport Parcel to County Road 388 over and across the Access Parcel (the "Access Road") and to provide utilities to the Airport Parcel as required to operate the Airport. Grantor and Grantee each acknowledge that the funding of the construction of the Access Road and utilities will be in accordance with all applicable federal requirements. Grantor, its affiliates, successors and assigns, shall have the right to use the Access Road for access to property owned by Grantor or its affiliates, or their successors or assigns, adjacent to the Property, and the Grantee hereby provides Grantor and its affiliates, or their successors or assigns a perpetual non-exclusive easement for ingress and egress over and across the Access Parcel and the Access Road. Grantor and its affiliates, or their successors or assigns, shall also have the right, but not the obligation, to receive water, sewer, gas, electrical and other utilities service from the lines constructed in the Access Parcel or elsewhere on the Property to provide service to the Property, provided that such lines have sufficient capacity, beyond that required by the Grantee to operate the Airport and to accommodate a reasonable amount of future expansion by the Grantee, for the proposed use by Grantor and its affiliates, or their successors or assigns, and Grantor and its affiliates, or their successors or assigns, agree to pay the impact fees and user charges that are uniformly charged to other customers by the provider of such water, sewer, gas, electrical or other utilities services. Grantee shall cooperate with Grantor in increasing the capacity of water, sewer, gas and other utilities*

*service for use by Grantor and its affiliates, or their successors or assigns, provided that Grantor and its affiliates, or their successors or assigns, shall be responsible for the incremental cost for improvements beyond those that would otherwise be constructed to meet the needs of the Airport. Grantor consents to the subsequent transfer of the Access Property, after the Access Road is constructed to the State of Florida or another governmental entity, provided that the state or other governmental entity accepts the easement to Grantor and agrees in writing to be bound by the obligations of the Grantee to Grantor and its affiliates, or their successors or assigns, concerning the use of the Access Property, the Access Road and the construction of utilities. Any such transfer must comply with all applicable federal requirements. Grantor agrees that its use of the Access Road shall not impede the ability of normal motor vehicle traffic to enter or leave the Airport.*

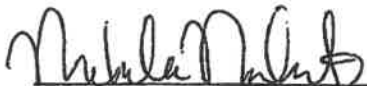
AND Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor (other then claims related to the Permitted Exceptions), its successors and assigns, and not otherwise.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed in its name and its seal to be hereto affixed by its undersigned officer thereunto lawfully authorized the day and year first above written.


Witness:

GRANTOR:

ST. JOE TIMBERLAND COMPANY OF  
DELAWARE, L.L.C.

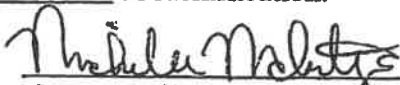
  
Printed Name: Michelle McIntyre

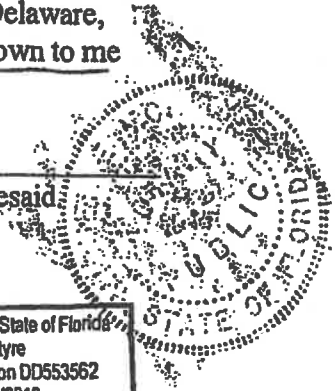
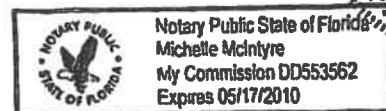
  
Printed Name: Chris Corr

By:   
Peter S. Rummell  
Chief Executive Officer

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of November, 2007, by Peter S. Rummell, as Chief Executive Officer of St. Joe Timberland Company of Delaware, L.L.C., a Delaware limited liability company, on behalf of the company, who is known to me personally or who produced \_\_\_\_\_ as identification.

  
Notary Public, County and State Aforesaid  
My commission expires:



## EXHIBIT "A"

A PARCEL OF LAND LYING IN SECTIONS 23, 24, 25, 26, 27, 35 AND 36, TOWNSHIP 1 SOUTH, RANGE 16 WEST, TOGETHER WITH SECTIONS 1, 2, 11 AND 12, TOWNSHIP 2 SOUTH, RANGE 16 WEST, ALSO TOGETHER WITH SECTIONS 31 AND 32, TOWNSHIP 1 SOUTH, RANGE 15 WEST, AND TOGETHER WITH SECTIONS 5, 6 AND 7, TOWNSHIP 2 SOUTH, RANGE 15 WEST, ALL BEING IN BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 2, TOWNSHIP 2 SOUTH, RANGE 16 WEST; THENCE S 88°52'52" E FOR 5245.43 FEET ALONG THE SOUTH LINE OF SAID SECTION 2 TO THE POINT OF BEGINNING; THENCE N 76°16'44" W FOR 531.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING OF N 48°08'08" W, THROUGH A CENTRAL ANGLE OF 56°17'12", FOR 687.67 FEET TO THE POINT OF TANGENCY; THENCE N 19°59'32" W FOR 12,207.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING OF N 11°47'26" E, THROUGH A CENTRAL ANGLE OF 63°33'56", FOR 776.60 FEET TO THE POINT OF TANGENCY; THENCE N 43°34'24" E FOR 642.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING OF N 56°49'14" E THROUGH A CENTRAL ANGLE OF 26°29'40", FOR 323.69 FEET TO THE POINT OF TANGENCY; THENCE N 70°04'04" E FOR 677.97 FEET; THENCE N 19°54'25" W FOR 260.27 FEET; THENCE N 89°47'50" E FOR 398.22 FEET; THENCE S 19°54'27" E FOR 260.27 FEET; THENCE N 69°58'30" E FOR 2,649.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 475.00 FEET AND A CHORD BEARING OF N 34°37'16" E, THROUGH A CENTRAL ANGLE OF 70°42'29", FOR 586.19 FEET TO THE POINT OF TANGENCY; THENCE N 00°43'59" W FOR 492.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING OF N 34°36'48" E, THROUGH A CENTRAL ANGLE OF 70°41'34", FOR 863.68 FEET TO THE POINT OF TANGENCY; THENCE N 69°57'35" E FOR 680.17 FEET; THENCE N 19°54'44" W FOR 260.27 FEET; THENCE N 69°56'58" E FOR 401.14 FEET; THENCE S 19°54'45" E FOR 260.27 FEET; THENCE N 70°03'20" E FOR 674.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING OF N 83°14'36" E, THROUGH A CENTRAL ANGLE OF 26°22'31", FOR 322.24 FEET TO THE POINT OF TANGENCY; THENCE S 83°34'08" E FOR 648.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING OF S 51°47'25" E, THROUGH A CENTRAL ANGLE OF 63°33'28", FOR 776.50 FEET TO THE POINT OF TANGENCY; THENCE S 20°00'41" E FOR 8,434.67 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 475.00 FEET AND A CHORD BEARING OF S 35°12'17" E, THROUGH A CENTRAL ANGLE OF 30°23'12", FOR 251.91 FEET TO THE POINT OF TANGENCY; THENCE S 50°23'53" E FOR 1,790.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 475.00 FEET AND A CHORD BEARING OF N 77°22'19" E, THROUGH A CENTRAL ANGLE OF 104°27'38", FOR 866.01 FEET; THENCE N 25°08'30" E FOR 2,011.71 FEET TO A POINT OF CURVATURE CONCAVE SOUTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING OF N 72°35'29" E, THROUGH A CENTRAL ANGLE OF 94°53'58", FOR 1,159.42 FEET; THENCE S 59°57'32" E FOR 730.81 FEET; THENCE N 29°28'37" E FOR 261.56 FEET; THENCE S 60°04'01" E FOR 401.40 FEET; THENCE S 30°04'41" W FOR 263.09 FEET; THENCE S 59°59'55" E FOR 666.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING OF S 47°30'49" E, THROUGH A CENTRAL ANGLE OF 24°58'13", FOR 305.07 FEET TO THE POINT OF TANGENCY; THENCE S 35°01'42" E FOR 800.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING OF S 02°30'43" E, THROUGH A CENTRAL ANGLE OF 65°01'58", FOR 794.53 FEET TO THE POINT OF TANGENCY; THENCE S 30°00'16" W FOR 7,527.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING OF S 50°00'48" W, THROUGH A CENTRAL ANGLE OF 40°01'03", FOR 488.91 FEET TO THE POINT OF TANGENCY; THENCE S 70°01'19" W FOR 1,183.62 FEET; THENCE S 17°59'39" E FOR 69.94

FEET; THENCE S 69°47'17" W FOR 396.32 FEET; THENCE N 20°26'08" W FOR 71.01 FEET; THENCE S 69°57'31" W FOR 1,392.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 563.00 FEET AND A CHORD BEARING OF N 65°01'47" W, THROUGH A CENTRAL ANGLE OF 90°01'23", FOR 884.59 FEET TO THE POINT OF TANGENCY; THENCE N 20°01'05" W FOR 1,975.04 FEET; THENCE S 69°57'00" W FOR 2,643.59 FEET; THENCE S 19°55'23" E FOR 260.28 FEET; THENCE S 70°26'39" W FOR 400.03 FEET; THENCE N 19°35'21" W FOR 260.28 FEET; THENCE S 69°58'02" W FOR 679.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING OF S 86°50'39" W, THROUGH A CENTRAL ANGLE OF 33°45'13", FOR 412.38 FEET TO THE POINT OF TANGENCY; THENCE N 76°16'44" W FOR 121.59 FEET TO THE WEST LINE OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 16 WEST; THENCE ALONG SAID WEST LINE OF SECTION 12, N 01°13'57" E FOR 8.54 FEET TO THE NORTHWEST CORNER OF SAID SECTION 12; THENCE ALONG THE SOUTH LINE OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 16 WEST, N 88°52'52" W FOR 38.20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 240 FOOT ACCESS ROAD RIGHT OF WAY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTIONS 1, 12 AND 13, TOWNSHIP 2 SOUTH, RANGE 16 WEST, BEING IN BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID SECTION 2, S 88°52'52" E, 5245.43 FEET; THENCE S 76°16'44" E, 160.72 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 412.38 FEET, THROUGH A CENTRAL ANGLE OF 33°45'13", HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING AND DISTANCE OF N 86°50'39" E, 406.44 FEET; THENCE N 69°58'02" E, 679.56 FEET; THENCE S 19°55'21" E, 260.28 FEET; THENCE N 70°26'39" E, 400.03 FEET; THENCE N 19°55'23" W, 260.28 FEET; THENCE N 69°57'00" E, 1933.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 69°57'00" E, 240.00 FEET; THENCE S 20°00'00" E, 157.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 1391.53 FEET, THROUGH A CENTRAL ANGLE OF 26°24'01", HAVING A RADIUS OF 3020.00 FEET AND A CHORD BEARING AND DISTANCE OF S 06°48'00" E, 1379.25 FEET; THENCE S 06°24'01" W, 517.30 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 1144.65 FEET, THROUGH A CENTRAL ANGLE OF 23°35'29", HAVING A RADIUS OF 2780.00 FEET AND A CHORD BEARING AND DISTANCE OF S 05°23'43" E, 1136.58 FEET; THENCE S 17°11'28" E, 3414.24 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 388 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NUMBER 4607-101; THENCE ALONG SAID RIGHT OF WAY LINE, S 71°51'24" W, 240.03 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, N 17°11'28" W, 3418.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 1243.47 FEET, THROUGH A CENTRAL ANGLE OF 23°35'29", HAVING A RADIUS OF 3020.00 FEET AND A CHORD BEARING AND DISTANCE OF N 05°23'43" W, 1234.71 FEET; THENCE N 06°24'01" E, 517.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST; THENCE NORTHERLY ALONG SAID CURVE, 1280.94 FEET, THROUGH A CENTRAL ANGLE OF 26°24'01", HAVING A RADIUS OF 2780.00 FEET AND A CHORD BEARING AND DISTANCE OF N 06°48'00" W, 1269.64 FEET; THENCE N 20°00'00" W, 157.99 FEET, TO THE POINT OF BEGINNING.

Policy No. **FA-35-1592500**

# POLICY OF TITLE INSURANCE



ISSUED BY

*First American Title Insurance Company*

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the Insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

*First American Title Insurance Company*

BY

*Carl S. Johnson*

PRESIDENT

ATTEST

*Marilyn H. Hays*

SECRETARY



## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (i) to timely record the instrument of transfer; or
    - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule (A), and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured,

All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

### 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

#### (a) To Pay or Tender Payment of the Amount of Insurance.

(i) To pay or tender payment of the amount of insurance under this policy, together with any costs, attorneys' fees, and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

(ii) Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

#### (b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees, and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

### 7. DETERMINATION, EXTENT OF LIABILITY AND CONSUMPTION.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

#### (b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

### 14. ARBITRATION.

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.



and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

#### 4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

#### 5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage.

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) *(This paragraph dealing with Coinsurance was removed from Florida policies.)*

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

#### 8. APPOINTMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

#### 9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

#### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

#### 11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

#### 12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

#### 13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

##### (a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

#### 16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

#### 17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, California 92707.

**SCHEDULE A**Agent File No. **TI-3479-FRH**Policy No.: **35-1592500**Date of Policy: **12/03/2007 at 4:44PM**Amount of Insurance: **\$ 46,000,000.00**

1. Name of Insured:

**Panama City-Bay County Airport and Industrial District,  
an independent special district of the State of Florida**

2. The estate or interest in the land which is covered by this policy is:

**Fee Simple**

3. Title to the estate or interest in the land is vested in:

**Panama City - Bay County International Airport and Industrial District, an independent special district of the State of Florida by virtue of that certain Warranty Deed from St. Joe Timberland Company of Delaware, LLC, a Delaware Limited Liability Company to Panama City-Bay County Airport and Industrial District, an independent special district of the State of Florida dated 11/29/2007, filed for record on 12/03/2007 in Official Records Book 3000, page 1952, in the Public Records of Bay County, Florida.**

4. The land referred to in this policy is described as follows:

**See Schedule A attached hereto and made a part hereof**

**Harrison, Sale, McCloy, Thompson, Duncan &  
Jackson, Chtd**

By: 

Authorized Signatory

## Schedule A (Continued)

Agent File No.: TI-3479-FRH

A PARCEL OF LAND LYING IN SECTIONS 23, 24, 25, 26, 27, 35 AND 36, TOWNSHIP 1 SOUTH, RANGE 16 WEST, TOGETHER WITH SECTIONS 1, 2, 11 AND 12, TOWNSHIP 2 SOUTH, RANGE 16 WEST, ALSO TOGETHER WITH SECTIONS 31 AND 32, TOWNSHIP 1 SOUTH, RANGE 15 WEST, AND TOGETHER WITH SECTIONS 5, 6 AND 7, TOWNSHIP 2 SOUTH, RANGE 15 WEST, ALL BEING IN BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 2, TOWNSHIP 2 SOUTH, RANGE 16 WEST; THENCE S 88°52'52" E FOR 5245.43 FEET ALONG THE SOUTH LINE OF SAID SECTION 2 TO THE POINT OF BEGINNING; THENCE N 76°16'44" W FOR 531.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING OF N 48°08'08" W, THROUGH A CENTRAL ANGLE OF 56°17'12", FOR 687.67 FEET TO THE POINT OF TANGENCY; THENCE N 19°59'32" W FOR 12,207.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING OF N 11°47'26" E, THROUGH A CENTRAL ANGLE OF 63°33'56", FOR 776.60 FEET TO THE POINT OF TANGENCY; THENCE N 43°34'24" E FOR 642.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING OF N 56°49'14" E THROUGH A CENTRAL ANGLE OF 26°29'40", FOR 323.69 FEET TO THE POINT OF TANGENCY; THENCE N 70°04'04" E FOR 677.97 FEET; THENCE N 19°54'25" W FOR 260.27 FEET; THENCE N 89°47'50" E FOR 398.22 FEET; THENCE S 19°54'27" E FOR 260.27 FEET; THENCE N 69°58'30" E FOR 2,649.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 475.00 FEET AND A CHORD BEARING OF N 34°37'16" E, THROUGH A CENTRAL ANGLE OF 70°42'29", FOR 586.19 FEET TO THE POINT OF TANGENCY; THENCE N 00°43'59" W FOR 492.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING OF N 34°36'48" E, THROUGH A CENTRAL ANGLE OF 70°41'34", FOR 863.68 FEET TO THE POINT OF TANGENCY; THENCE N 69°57'35" E FOR 680.17 FEET; THENCE N 19°54'44" W FOR 260.27 FEET; THENCE N 69°56'58" E FOR 401.14 FEET; THENCE S 19°54'45" E FOR 260.27 FEET; THENCE N 70°03'20" E FOR 674.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING OF N 83°14'36" E, THROUGH A CENTRAL ANGLE OF 26°22'31", FOR 322.24 FEET TO THE POINT OF TANGENCY; THENCE S 83°34'08" E FOR 648.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING OF S 51°47'25" E, THROUGH A CENTRAL ANGLE OF 63°33'28", FOR 776.50 FEET TO THE POINT OF TANGENCY; THENCE S 20°00'41" E FOR 8,434.67 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 475.00 FEET AND A CHORD BEARING OF S 35°12'17" E, THROUGH A CENTRAL ANGLE OF 30°23'12", FOR 251.91 FEET TO THE POINT OF TANGENCY; THENCE S 50°23'53" E FOR 1,790.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 475.00 FEET AND A CHORD BEARING OF N 77°22'19" E, THROUGH A CENTRAL ANGLE OF 104°27'38", FOR 866.01 FEET; THENCE N 25°08'30" E FOR 2,011.71 FEET TO A POINT OF CURVATURE CONCAVE SOUTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING OF N 72°35'29" E, THROUGH A CENTRAL ANGLE OF 94°53'58", FOR 1,159.42 FEET; THENCE S 59°57'32" E FOR 730.81 FEET; THENCE N 29°28'37" E FOR 261.56 FEET; THENCE S 60°04'01" E FOR 401.40 FEET; THENCE S 30°04'41" W FOR 263.09 FEET; THENCE S 59°59'55" E FOR 666.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING OF S 47°30'49" E, THROUGH A CENTRAL ANGLE OF 24°58'13", FOR 305.07 FEET TO THE POINT OF TANGENCY; THENCE S 35°01'42" E FOR 800.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING OF S 02°30'43" E, THROUGH A CENTRAL ANGLE OF 65°01'58", FOR 794.53 FEET TO THE POINT OF TANGENCY; THENCE S 30°00'16" W FOR 7,527.80 FEET

TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING OF S 50°00'48" W, THROUGH A CENTRAL ANGLE OF 40°01'03", FOR 488.91 FEET TO THE POINT OF TANGENCY; THENCE S 70°01'19" W FOR 1,183.62 FEET; THENCE S 17°59'39" E FOR 69.94 FEET; THENCE S 69°47'17" W FOR 396.32 FEET; THENCE N 20°26'08" W FOR 71.01 FEET; THENCE S 69°57'31" W FOR 1,392.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 563.00 FEET AND A CHORD BEARING OF N 65°01'47" W, THROUGH A CENTRAL ANGLE OF 90°01'23", FOR 884.59 FEET TO THE POINT OF TANGENCY; THENCE N 20°01'05" W FOR 1,975.04 FEET; THENCE S 69°57'00" W FOR 2,643.59 FEET; THENCE S 19°55'23" E FOR 260.28 FEET; THENCE S 70°26'39" W FOR 400.03 FEET; THENCE N 19°35'21" W FOR 260.28 FEET; THENCE S 69°58'02" W FOR 679.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING OF S 86°50'39" W, THROUGH A CENTRAL ANGLE OF 33°45'13", FOR 412.38 FEET TO THE POINT OF TANGENCY; THENCE N 76°16'44" W FOR 121.59 FEET TO THE WEST LINE OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 16 WEST; THENCE ALONG SAID WEST LINE OF SECTION 12, N 01°13'57" E FOR 8.54 FEET TO THE NORTHWEST CORNER OF SAID SECTION 12; THENCE ALONG THE SOUTH LINE OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 16 WEST, N 88°52'52" W FOR 38.20 FEET TO THE POINT OF BEGINNING.

**TOGETHER WITH A 240 FOOT ACCESS ROAD RIGHT OF WAY DESCRIBED AS FOLLOWS:**

**A PARCEL OF LAND LYING IN SECTIONS 1, 12 AND 13, TOWNSHIP 2 SOUTH, RANGE 16 WEST, BEING IN BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID SECTION 2, S 88°52'52" E, 5245.43 FEET; THENCE S 76°16'44" E, 160.72 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 412.38 FEET, THROUGH A CENTRAL ANGLE OF 33°45'13", HAVING A RADIUS OF 700.00 FEET AND A CHORD BEARING AND DISTANCE OF N 86°50'39" E, 406.44 FEET; THENCE N 69°58'02" E, 679.56 FEET; THENCE S 19°55'21" E, 260.28 FEET; THENCE N 70°26'39" E, 400.03 FEET; THENCE N 19°55'23" W, 260.28 FEET; THENCE N 69°57'00" E, 1933.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 69°57'00" E, 240.00 FEET; THENCE S 20°00'00" E, 157.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 1391.53 FEET, THROUGH A CENTRAL ANGLE OF 26°24'01", HAVING A RADIUS OF 3020.00 FEET AND A CHORD BEARING AND DISTANCE OF S 06°48'00" E, 1379.25 FEET; THENCE S 06°24'01" W, 517.30 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 1144.65 FEET, THROUGH A CENTRAL ANGLE OF 23°35'29", HAVING A RADIUS OF 2780.00 FEET AND A CHORD BEARING AND DISTANCE OF S 05°23'43" E, 1136.58 FEET; THENCE S 17°11'28" E, 3414.24 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 388 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NUMBER 4607-101; THENCE ALONG SAID RIGHT OF WAY LINE, S 71°51'24" W, 240.03 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, N 17°11'28" W, 3418.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 1243.47 FEET, THROUGH A CENTRAL ANGLE OF 23°35'29", HAVING A RADIUS OF 3020.00 FEET AND A CHORD BEARING AND DISTANCE OF N 05°23'43" W, 1234.71 FEET; THENCE N 06°24'01" E, 517.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST; THENCE NORTHERLY ALONG SAID CURVE, 1280.94 FEET, THROUGH A CENTRAL ANGLE OF 26°24'01", HAVING A RADIUS OF 2780.00 FEET AND A CHORD BEARING AND DISTANCE OF N 06°48'00" W, 1269.64 FEET; THENCE N 20°00'00" W, 157.99 FEET, TO THE POINT OF BEGINNING.

## **SCHEDULE B**

Agent File No.: **TI-3479-FRH**

Policy No.: **FA-35-1592500**

### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any rights, interests, or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously, under water.
5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
6. Any minerals or mineral rights leased, granted or retained by prior owners.
7. Taxes and assessments for the year 2008 and subsequent years.

**NOTE: Exception(s) numbered 1, 3, 5 and 6 above is/are hereby deleted.**

8. Terms and conditions contained in the Memorandum of Agreement [Wood Fiber Agreement] as set forth in instrument recorded in Book 1993, Page 1950 (as to lands lying within Section 7, Township 2 South, Range 15 West and lying within in the Southeast Quarter of the Southwest Quarter of Section 32, Township 1 South, Range 15 West).
9. Oil, gas and mineral reservations contained in instrument recorded in Deed Book 110, Page 371; Deed Book 116, Page 371; Deed Book 117, Page 232; Deed Book 132, Page 479; Deed Book 121, Page 57; Subsurface Book 1, Page 55; Book 692, Page 44; Book 879, Page 42; Book 944, Page 945; Book 1214, Page 389; Book 1711, Page 226; Book 1747, Page 262; and Book 1288, Page 387.
10. Notice of Claim as set forth in instrument recorded in Book 651, Page 731.
11. Restrictions, reversion rights, right of first refusal, easement rights and rights to the access parcel all as contained in that certain deed to Panama City - Bay County International Airport and Industrial District, an independent special district of the State of Florida by virtue of that certain Warranty Deed from St. Joe Timberland Company of Delaware, LLC, a Delaware Limited Liability Company to Panama City-Bay County Airport and Industrial District, an independent special district of the State of Florida dated 11/29/2007, filed for record on 12/03/2007 in Official Records Book 3000, page 1952.

Note: All of the recording information contained herein refers to the Public Records of Bay County, , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

FIRST AMERICAN



First American Title Insurance Company

INCORPORATED IN THE STATE OF NEW YORK

1912

1912

POLICY  
OF  
TITLE  
INSURANCE



**Please submit request for any Diagrams/Maps.**